Notice of Port Commission meeting of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, August 19, 2025 at 9:00 AM
In the Corpus Christi Regional Transportation Authority
602 N. Staples Street, Corpus Christi, Texas 78401
2nd Floor Board Room (Room 210)

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

** Under the Upcoming Events heading click on "In Progress" for the Port Commission Meeting on August 19, 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 July 15, 2025 Port Commission regular meeting.
July 15 2025 Port Commission Meeting Minutes.pdf

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

7. Committee Reports

8. Presentations

8.a Present Solomon M. Coles High School and Flour Bluff High School with the Port of Corpus Christi Education Grants

8.b Presentation from Kresten Cook, Executive Director of the South Texas Military Task Force.
STMTF Executive Director Update to Port of Corpus Christi 19 Sept 2025.pptx

8.c Receive presentation on annual update of Environmental Precepts in Action by Sarah Garza, Director of Environmental Planning & Compliance.
Environmental Precepts in Action_Com Presentation.pdf

9. Open Session Agenda Items for Individual Consideration

9.a Resolution honoring the distinguished service and retirement of Robert Vasquez, Vessel Traffic Controller for the Port of Corpus Christi.
PCCA_Resolution_-_Robert_Vasquez_vf.docx

9.b Approve the Port of Corpus Christi Authority's Second Quarter 2025 Financial Report.
CM - Q2 2025 Financial Report August 19, 2025.docx
PCCA Financial_Review_Q2 June 2025.pdf

9.c Approve the Port of Corpus Christi Authority's Second Quarter 2025 Investment Report.
CM - Q2 2025 Investment Report August 19, 2025.docx
PCCA Q2 2025 Investment Report_06.30.25.pdf

9.d Approve a Master Service Agreement and Service Order No.1 with The Acceleration Agency for the expansion of OPTICS, the Port's 3D Active Digital Twin, in the amount of $1,200,000, utilizing an award from the Port Security Grant Program (PSGP) of $900,000 (75%), with a PCCA share of $300,000 (25%).
Commission_Memo_Digital_Twin.pdf
Digital Twin expansion commission.pdf
Sole Source Justification Form-OPTICS.pdf
Sole Source Affidavit-optics-taa-signed.pdf

TAA_MSA_25-01-C_Service_Order_1.pdf
TAA_MSA_OPTICS_25-01-c.pdf

9.e Approve application for $5 million through Department of Homeland Security FY2025 Port Security Grant Program for five PCCA security projects.
PSGP_2025_Commission_Memo.docx
PSGP_2025_Commission_Presentation.pdf

9.f Adopt a Resolution approving an Advance Funding Agreement in the amount of $6,733,044 with the Texas Department of Transportation for a Texas Mobility Fund grant awarded on September 28, 2023, for reconstruction of a public transportation project to Sam Rankin Street from IH37 to Port Avenue (Project 9400-00-020).
TxDot-Comm_Memo_Sam_Rankin.docx
SCP_Sam_Rankin__Resolution.docx
9400-00-020_CSD Approved Draft.pdf
2025_August_Sam Rankin AFA_Presentation.pdf

9.g Approve Service Order No. 3 with Freese and Nichols, Inc., under Master Services Agreement No. 25-07, in the amount of $1,372,000 for engineering services associated with the Sam Rankin Reconstruction Project.
FNI Sam Rankin SO Aug25 - 1-Memo.docx
FNI Sam Rankin SO Aug25 - 2-Exhibit.pdf
FNI Sam Rankin SO Aug25 - 3-Contract.pdf

9.h Award a construction contract to SR Trident, Inc., in the amount of $976,095.25, the lowest and best bidder based on bids received on August 6, 2025, for the Oil Dock 4 Maintenance Project.
OD4 Maint Award Aug25 - 1-Memo.docx
OD4 Maint Award Aug25 - 2-Exhibit.pdf
OD4 Maint Award Aug25 - 3-Results.pdf

9.i Award a construction contract to SR Trident, Inc., in the amount of $745,980.80, the lowest and best bidder based on bids received on August 6, 2025, for the Oil Dock 9 Maintenance Project.
OD9 Maint Award Aug25 - 1-Memo.docx
OD9 Maint Award Aug25 - 2-Exhibit.pdf
OD9 Maint Award Aug25 - 3-Results.pdf

9.j Approve Service Order No. 3 under Master Services Agreement No. 23-01 with Moffatt & Nichol in an amount not to exceed $592,900 for engineering design services for the Industrial DMPA Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project.
Moffat - 1 - Memo
Moffat - 2 - SO3
Moffat - 3 - Exhibit

10. Consent Agenda Items for Collective Action *The following agenda items are matters of a routine or administrative nature. The Port Commissioners have been furnished with supporting documentation and staff's recommendation for each of the following items. All Consent Agenda items will be approved, in accordance with the respective staff*

recommendations, by one vote without being discussed separately unless a Port Commissioner requests otherwise.

10.a Adopt Tariff 200 Item 2.311 requiring Line Handlers operating at the Port of Corpus Christi be licensed to uniform standards.
Comission Memo Licensing of Line Handlers 8 - 2025.docx
Tariff Item 2.311- Aug 19 2025 Commission.docx

10.b Approve Freight Handler License for Dun Transportation & Stringing Inc.
Commissioners Memo - Freight Handlers License Dun Transportation.docx

10.c Approve Temporary Employment Services Agreements with (1) L.K. Jordan & Associates; (2) Sterling Personnel, Inc.; (3) MGR Workforce; (4) Employee Risk Management Co., d/b/a All Temps Personnel Services; (5) BuzzClan, LLC; (6) Techgene Solutions, LLC, and (7) Tryfacta, Inc. based on proposals received on June 18, 2025, for as-needed temporary employee services with the estimated cumulative fees for all agreements in the amount of $350,000 per year.
Temporary_Employment_Agency_Services_Memo_v2_8-19-25.docx
Commission Temporary Employment Services Recommendation.pptx
1) L.K. Jordan Agreement - Signed.pdf
2) Sterling Personnel Inc - Signed.pdf
3) MGR Workforce Agreement - Signed.pdf
4) Employee Risk Management Co. LLC. dba All Temps Personnel Services - Signed.pdf
5) BuzzClan, LLC Agreement - Signed.pdf
6) Techgene Solutions LLC Agreement - Signed.pdf
7) Tryfacta Inc Agreement - Signed.pdf

10.d Approve the renewal of a 30-year Pipeline Easement agreement with Enterprises GC, LLC, for multiple pipelines connecting the Enterprise facilities on Up River Rd. to facilities on Navigation Blvd. in Nueces County, Texas.
Enterprise Pipeline Easement - CM.pdf
Enterprise Pipeline Easement - Exhibit.pdf
Enterprise Pipeline Easement - Agreement.pdf

10.e Approve a 1-year Farm Lease Agreement with Jalufka Farms, a sole proprietorship, for the use of 3 tracts totaling 80.451 acres of land located east of Robstown in Nueces County, Texas.
Jalfuka Farm Lease - CM.pdf
Jalfuka Farm Lease - Agreement.pdf

10.f Approve a 1-year Option Agreement with Texas Fuel & Asphalt, LLC, for two tracts totaling approximately 18.4 acres, located east of Bulk Liquid Handling Facility Dock in Nueces County, Texas.
Texas Fuel & Asphalt Option - CM.pdf
Texas Fuel & Asphalt Option - Memo Exhibit.pdf
Texas Fuel & Asphalt Option - Agreement.pdf

10.g Approve a purchase contract with Great South Texas Corp d/b/a Computer Solutions Inc. in the amount of $377,159 for the replacement of end of life network

switches to ensure continued network stability, security and performance across all PCCA facilities using TX DIR Contract # DIR-CPO05347.
CM_NetworkSwitches.pdf
Quote 1051557_AnnexEdge&EoLNtwkRefresh.pdf
POCCA 16177 EOL Replacements rev2.0.pdf

10.h Approve Amendment No. 1 to a service contract with Network Cabling Services in the amount of $16,053.13 for the removal of speakers, remaining AV equipment and AV related cabling in the Nueces and Jim Wells rooms at the Ortiz Center using Buyboard Contract No. 739-24.
CM_Ortiz Center AV Demo CO.pdf
Ammendment_01_AP-24-034 Ortiz Center.pdf

10.i Approve an amendment to Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, under Master Services Agreement 24-05, in the amount of $16,764 for additional engineering services associated with the Rincon East Bulkhead Improvements Project.
ICE Rincon SOA Aug25 - 1-Memo.docx
ICE Rincon SOA Aug25 - 2-Exhibit.pdf
ICE Rincon SOA Aug25 - 3-Contract.pdf

10.j Approve an amendment to Service Order No. 2 with Jacobs Engineering, Inc., under Master Agreement No. 24-04, in the amount of $51,414.15 for additional engineering services associated with the Oil Dock 15 Deepening Project.
Jacobs OD15 Aug25 - 1-Memo.docx
Jacobs OD15 Aug25 - 2-Exhibit.pdf
Jacobs OD15_Aug 25 - 3 Contract.pdf

10.k Approve a purchase through SHI Government Solutions in the amount of $199,218 for software and professional services using National Intergovernmental Purchasing Alliance Company (d/b/a Omnia Partners Public Sector) Contract #2024056-02.
TeqPlay Commission_Memo 08192025 v2.pdf
SHI Quote-26438694.pdf
Proposal Corpus Christi 2025 - 2028 - extension.pdf

10.l Approve First Amendment to Consulting Services Contract with David Miller & Associates, Inc., in the amount of $194,244 to expand ship simulation scope to include the Avery Point Turning Basin.
DMA Lex TB - 1 - Memo
DMA Lex TB - 2 - Amendment

10.m Award a construction contract to Russell Marine, LLC, in the amount of $351,000, the lowest and best bid based on bids received July 31, 2025, to perform mechanical maintenance dredging at Cargo Dock 9.
Russell - 1 - Memo
Russell - 2 - Bid Results
Russell - 3- Exhibit

10.n Approve Interagency Agreement with Texas Commission on Environmental Quality (TCEQ) awarding PCCA a $1M Port Authority Studies & Pilot Program (PASPP)

grant to identify and potentially deploy a solution to address intermittent congestion on the Joe Fulton International Trade Corridor at the Archer Daniels Midland (ADM) grain terminal.
TCEQ Commission_Memo_.docx

10.o Approve an Engagement Letter with Bracewell for Bond Counsel and Related Legal Services for 2025.
Bracewell Engagement Letter - CM.docx
Engagement Letter - Port of Corpus Christi Authority 8-2025.pdf

11. Chief Executive Officer's Comments

11.a Receive the Chief Executive Officer's Report on upcoming community events, PCCA events, and the activities of the following PCCA departments during the preceding month: External Affairs, Human Resources, Finance, Strategic Planning and Environmental, and Operations.

12. Executive Session Agenda Items *In this executive session the Port Commissioners will deliberate or receive legal advice regarding (1) each of the following matters pursuant to the Section(s) of the Texas Government Code in parenthesis at the end of such matter, and (2) any other items on today's agenda that the presiding officer of the meeting has announced will be considered in this executive session (collectively, the "Executive Session Agenda Items"). The Port Commission may take action in open session after the executive session on any of the Executive Session Agenda Items. The Port Commissioners will deliberate the purchase, exchange, lease or value of real property in executive session only if deliberation in an open meeting would have a detrimental effect on PCCA's position in negotiations with a third person.*

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

14. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
JULY 15, 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, July 15, 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 ***(via videoconference)***
Mr. Rajan Ahuja
Ms. Diane Gonzalez
Mr. Tony LaMantia
Mr. Mike Pedrotti

Present:
Mr. Kent Britton
Ms. Cindy Bertolami
Mr. Omar Garcia
Mr. Kyle Hogan
Mr. Jeff Pollack
Ms. Brenda Reed
Ms. Marisa Alaniz
Ms. Amelie Arvin
Ms. Rosaura Bailey
Mr. Sam Esquivel
Ms. Natasha Fudge
Ms. Sarah Garza
Chief Eric Giannamore
Mr. Richard Hernandez
Ms. Lisa Hinojosa
Mr. Dan Koesema
Ms. Monique Lerma
Ms. Melinda Licon
Mr. Brooks Lobingier, II
Mr. Tony MacDonald
Mr. Jacob Morales
Ms. Nelda Olivo
Mr. Fernando Quintanilla
Ms. Savannah Spears
Asst. Chief Marvin Tamez
Mr. Daniel Villesca

Others Present: Mr. Jimmy Welder
Mr. Dane Bruun

Others Present: Capt. Mike Kershaw
Port/Pilot Liaison
Mr. Xavier F. Valverde, Sr
G&H Towing
Ms. Jalyn Stineman
Del Mar
Mr. Aaron Horine
Anchor QEA
Mr. Keith Smith
Gulf Compress
Mr. John Byrum
Nueces River Authority
Mr. William Martin
Nueces River Authority
Mr. Dennis Wade
South Texas News
Ms. Heather Blair
Coastal Watch Association
Mr. Tony Wood
Nueces River Authority
Mr. Erasmo DeLeon
Camacho Demolition
Ms. Olivia Garrett
Caller Times
Mr. Roger TenNapel
FHR
Mr. Robert Censi
Sa Patricio County Appraisal District
Mr. Henry Williams
Hillcrest Residents Association
Ms. Sierra Vargas Lara
Jesani Smith Foundation
Ms. Arlene Medrano
Downtown Management District
Mr. Bill Thomas
Thomas Engineering
Mr. Gary Payne
Odgers Berndtson

1. Meeting called to order

2. Safety briefing presented

3. Pledge of Allegiance recited

4. Conflict of Interest Affidavits: Mr. Guerra filed a conflict of interest affidavit for Item 13.a. Chairman Engel reported that he previously filed an affidavit for Item 9.d.

5. Minutes

5.a. ***Action*****:** On motion made by Mr. Hoskins and seconded by Mr. LaMantia, the Commission approved the minutes of the June 17, 2025, Port Commission meeting.

6. Public Comment: The following individuals addressed the Port Commission: Mr. Henry Williams; Ms. Sierra Vargas Lara; Ms. Arlene Medrano; and Ms. Heather Blair.

7. Committee Report

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

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

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

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

8. Presentations

8.a. The Commission received a presentation regarding the Executive Administration Building public tours from Rosaura Bailey, Director of Community Relations.

9. Open Session Agenda Items for Individual Action

9.a. ***Award a construction contract to Camacho Demolition, LLC in the amount of $3,331,347 for the demolition and removal of six wind turbines*****:** Staff recommended the Port Commission award a construction contract to Camacho Demolition, LLC, in the amount of $3,331,347 for the demolition and removal of six wind turbines located on the north side of the Joe Fulton International Trade Corridor.

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

9.b. ***Approve Commercial Electricity Service Agreement with Direct Energy Business, LLC, an NRG Company, for 100% renewable energy*****:** Staff recommended the Port Commission authorize the Chief Executive Officer to execute a Commercial Electricity Service Agreement with Direct Energy Business, LLC, for a 24-month term at a fixed price per kWh when rates become favorable to PCCA with 100% Renewable Energy Certificates (REC).

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

9.c. ***Approve an Interlocal Agreement with City of Corpus Christi authorizing PCCA to potentially conduct engineering design and construction on City-owned portions of Sam Rankin Street as part of the Texas Department of Transportation Maritime Division's Seaport Connectivity Program grant awarded to PCCA in July 2024*****:** Staff recommended approval of an interlocal agreement with City of Corpus Christi authorizing PCCA to potentially conduct engineering design and construction work on the City-owned portions of Sam Rankin Street as part of the Texas Department of Transportation Maritime Division's Seaport Connectivity Program grant awarded to PCCA in July 2024.

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

Point of Order**:** The Commission waived the Zahn Rule for Agenda Item 9.d.:

9.d. ***Approve an Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 for dredging services at La Quinta Junction*****:** Staff recommended approval of an Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01, in an amount not to exceed $937,850 to perform maintenance dredging at the La Quinta Junction.

***Action*:** On motion made by Ms. Gonzalez and seconded by Mr. Pedrotti, the Commission approved staff's recommendation. Chairman Engel abstained from the vote on this item.

10. Consent Agenda: 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. Ms. Gonzalez second the motion and the motion passed without objection.

10.a. By approval of the Consent Agenda motion, the Commission an amendment in the amount of $116,930 to Service Order No. 3 with HDR Engineering, Inc., under Master Services Agreement No. 24-07, for additional engineering design services associated with the Oil Dock 14 Deepening and Test Pile Projects.

10.b. By approval of the Consent Agenda motion, the Commission awarded a construction contract to Russell Marine, LLC, in the amount of $245,300, based on proposals received on June 27, 2025, for the Oil Dock 14 Deepening Test Pile Project.

10.c. By approval of the Consent Agenda motion, the Commission approved a contract modification to the purchase contract with Russell Marine, LLC, in the amount of $50,077 for the Oil Dock 3 Crane Project, funded by MARAD Port Infrastructure Development Program grant.

10.d. By approval of the Consent Agenda motion, the Commission adopted a Resolution approving a Memorandum of Agreement with the U.S. Army Corps of Engineers for technical assistance related to Federal Assumption of Maintenance of a non-Federally constructed turning basin and authorizing $50,000 for scope and fee estimate preparation. The resolution, in its entirety, is attached to these minutes as **ATTACHMENT ONE**.

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 $25,000 for additional construction administration services associated with the construction of the Southside Marine Center Project.

11. Chief Executive Officer Comments

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

12. Executive Session Agenda Items: At 9:49 a.m., Chairman Engel announced that the Commission would go into executive session pursuant to Sections 551.072

and 551.074 of the Texas Government Code to deliberate agenda Items 12.a., 12.b., 12.c. and 12.d. which were described in the agenda as follows:

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

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

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

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

13. Open Session Agenda Items for Post-Executive Session Action: At 12:04 p.m., the Commission reconvened in Open Session.

13.a. *Adopt a resolution approving ten 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*:

***Action*:** On motion made by Mr. Pedrotti and seconded by Mr. LaMantia, 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 TWO**. Mr. Guerra and Mr. Hoskins were not present for the vote on this item.

13.b. *Adopt a resolution approving a Ground Lease and Use Agreement between the Port of Corpus Christi of Nueces County, Texas, as lessor, and Nueces River Authority, as lessee, for 31-acres of land on Harbor Island; and authorizing other matters related thereto.*

***Action*:**

Mr. Pedrotti moved the adoption of the *Resolution Approving Ground Lease and Use Agreement between Port of Corpus Christi of Nueces County, Texas, as Lessor, and Nueces River Authority, as Lessee, for 31-Acres of Land on Harbor Island; and Authorizing Other Matters Related Thereto* (the "Original Resolution") in the form presented to the meeting. Mr. Ahuja seconded the motion. Mr. Welder then recommended that Section 2 of the Original Resolution be amended to read as follows:

Section 2. The NRA Lease Agreement is hereby approved in the form presented to this meeting with the following addition to Section 4.03(a) of the Lease, and the Chief Executive Officer is hereby authorized and directed to execute the NRA Lease Agreement, for and on behalf of PCCA, in the form

presented to this meeting with the following addition to Section 4.03(a) of the Lease:

> (14) NRA has delivered to PCCA, or PCCA has obtained on its own, documentation or other assurances, in each case satisfactory to PCCA, in its sole discretion, that PCCA will have no obligation to carry out any removal or restoration activities under the GLO Easements when the easements terminate.

Ms. Gonzalez moved the adoption of the Original Resolution as amended per Mr. Welder's recommendation (the "Amended Resolution"), and Mr. Ahuja seconded the motion. The Commission then adopted the Amended Resolution, a copy of which is attached to these minutes as **ATTACHMENT THREE**. Mr. Guerra and Mr. Hoskins were not present for the vote on this item.

14. Adjournment: On motion duly made and seconded, the meeting adjourned at 12:23 p.m.

ATTACHMENT ONE

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

WHEREAS, a Memorandum of Agreement ("MOA") between the Department of the Army (the "Government") and the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), for the provision of technical assistance associated with PCCA's proposal for Federal assumption of operation and maintenance has been presented to PCCA's Port Commission for approval; and

WHEREAS, pursuant to Section 204(f) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2232(f)), PCCA plans to seek Federal assumption of operation and maintenance of improvements to the Federally authorized Corpus Christi Ship Channel Improvement Project (the "Section 204(f) Proposal"); and

WHEREAS, the Government is authorized pursuant to Section 204(c) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2232(c)), upon request by PCCA, as the Non-Federal Interest, to undertake all necessary studies, engineering, and technical assistance relating to the Section 204(f) Proposal if PCCA pays all costs for such studies, engineering, or technical assistance; and

WHEREAS, PCCA is authorized by Section 60.152 of the Texas Water Code to enter into the MOA.

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 PCCA enter into the MOA in substantially the form presented to this meeting.

Section 2. The MOA, 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 PCCA, to execute the MOA and fund up to $50,000 to develop the final Scope of Work under the MOA.

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.

Section 4. This Resolution is hereby adopted by the Port Commission on July 15, 2025.

ATTACHMENT TWO

ADOPT A RESOLUTION APPROVING TEN 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 Ten real estate contracts for the purpose of acquiring the lands (the "***Lands***") described in Exhibit "A" attached hereto (collectively the "***Real Estate Contracts***"); and

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

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

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

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

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

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

Section 5. This Resolution is hereby adopted by the Port Commission of the Port Authority at a public meeting of the Port Commission held on July 15, 2025.

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

1. Real Estate Sales Contract dated March 31, 2025, by and between the Port of Corpus Christi Authority of Nueces County Texas and Marie Francoise Meaney and Joseph John Meaney, for the purchase the following described tract of land:

   44.28 acres of land more or less, described in that certain Special Warranty Deed dated December 20, 2018 from Marie Francoise Meaney, Independent Executrix of the Estate of Michael Theodore Meaney, Deceased to Joseph John Meaney, recorded under Doc# 2018054735 of the Official Public Records of Nueces County, Texas.

2. Real Estate Sales Contract dated to be Effective on June 30, 2025, by and between the Port of Corpus Christi Authority of Nueces County Texas and Nathanial Steven Cowart and Mindy Jo Cowart for the purchase the following described tract of land:

   Lot Ten (10), Block One (1), of Shoreline Park, an Addition to the City of Corpus Christi, Texas, informally known as 2418 Dempsey Street and being more particularly described in that certain Special Warranty Deed with Vendor's Lien dated April 30, 2021 from W10 Homes to Nathanial Steven Cowart and Mindy Jo Cowart, recorded under document number 2021049957 of the Official Public Records of Nueces County, Texas.

3. Real Estate Sales Contract dated to be Effective on June 23, 2025, by and between the Port of Corpus Christi Authority of Nueces County Texas and Curtis McKinley Washington, Sr., a/k/a Curtis M. Washington and Curtis Washington and Patrice L. Washington for the purchase the following six tracts of land:

   1212 Stillman Avenue:

   TRACT I: Lots Twenty (20) and Twenty-one (21), in Block Twenty-one (21), HILLCREST ADDITION, an Addition in the City of Corpus Christi, Texas, as shown by map or plat thereof, recorded in Volume 3, Page 30, Map Records of Nueces County, Texas;

   TRACT II: Portion of Lots Twenty-two (22) and Twenty- three (23) of Block Twenty-one (21) HILLCREST ADDITION, an addition in the City of Corpus Christi, Texas, as shown by map or plat thereof, recorded in Volume 3, Page 30, Map Records of Nueces County, Texas; being that portion of Lots 22 and 23, Block 21, as described in Warranty Deed dated December 31, 1946, from the City of Corpus Christi to David H. Moore and Lola W. Moore, recorded in Volume 356, Page 210, Deed Records of Nueces County, Texas; SAVE AND EXCEPT portions of Lots 22 and 23, Block 21, conveyed to the State of Texas by David H. Moore and Wife, Lola w. Moore, by a Deed dated February 6, 1961, recorded in Volume 917, Page 508, Deed Records of Nueces County, Texas

1216 Stillman Avenue:

Lots Eighteen (18), and Nineteen (19), Block Twenty-One (21), HILLCREST ADDITION, an Addition in the City of Corpus Christi, Texas, as shown by map or plat thereof, recorded in Volume 3, Page 30, Map Records of Nueces County, Texas.

2008 Stillman Avenue:

A portion of the N. One-Half (N. 1/2) of Lot Eighteen (18), Block Twenty-Nine (29), HILLCREST ADDITION, as hereafter described by metes and bounds, together with the South One-Half (S. 1/2) of Lot Eighteen (18), and all of Lot Nineteen (19), and the North 18.75 feet of Lot Twenty (20), Block Twenty-Nine (29), HILLCREST ADDITION, an addition to the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 30, Map Records, Nueces County, Texas.

The said portion of the N. One-Half (N. 1/2) of Lot Eighteen (18) being described as follows:

BEGINNING 6 1/2 feet SW of the NW comer of said Lot 18;

THENCE, Southeasterly parallel with the N. line of said Lot 18, a distance of 75 ft.;

THENCE, in a straight line Southeasterly to a point in the SE property line of said Lot 18, said point being 12 1/2 ft from the NE comer of said Lot 18;

THENCE, Northwesterly along a line that is 12 1/2 ft from and parallel to the NE property line of said Lot 18, a distance of 130 ft. to a point in the NW property line of said Lot 18, for a comer of this tract;

THENCE, Northeasterly along the front property line of said Lot 18, a distance of 6 ft TO THE POINT OF BEGINNING.

2014 Van Loan:

Lots Seventeen (17) and Eighteen (18), Block Twelve (12), HILLCREST ADDITION, an addition to the City of Corpus Christi, Nueces County, Texas, according to the map or plat recorded in Volume 3, Page 30, Map Records of Nueces County, Texas.

1818 Palm Drive:

Lots Seventeen (17) and Eighteen (18), Block Seven (7), NUECES BAY HEIGHTS, an addition to the City of Corpus Christi, Nueces County, Texas, according to the map or plat recorded in Volume 3, Page 6, Map Records of Nueces County, Texas.

2008 Van Loan:

Lots Nineteen (19) and Twenty (20), Block Twelve (12), HILLCREST, an addition to the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof recorded in Volume 3, Page 30, Map Records of Nueces County, Texas.

4. Real Estate Sales Contract dated to be Effective on April 30, 2025, by and between the Port of Corpus Christi Authority of Nueces County Texas and 1920 PORT AVE LLC for the purchase the following described tract of land:

   All of the Lots situated in the JOHN G. HATCH ADDITION to the City of Corpus Christi, Nueces County, Texas, which form Tracts 1, 2, 3, & 4 described in that certain Special Warranty Deed with Vendor's Lien dated July 15, 2022 and recorded under clerk's file no. 2022034137 of the Official Public Records of Nueces County, Texas (a/k/a 1920 Port Avenue).

5. Real Estate Sales Contract dated June 30, 2025 by and between the Port of Corpus Christi Authority of Nueces County Texas and A.E.N. INC., for the purchase of the following tract of land:

   Lots Twenty-Three (23), Twenty-Four (24), Twenty-Five (25) and Twenty-Six (26), Block Twenty (20), Hillcrest Addition, an addition to the City of Corpus Christi, Texas as shown by the map or plat thereof recorded in Volume 3, Page 30 of the Map and Plat Records of Nueces County, Texas; and informally known as 1202 Van Loan Ave.

6. Real Estate Sales Contract dated on June 30, 2025 by and between the Port of Corpus Christi Authority of Nueces County Texas and Linda Lawson, Shannon Don Lawson, Tracie Marie Morris, William Paul Lawson, and Mathew James Lawson for the purchase of the following tract of land:

   Lots One (1), Two (2) and Three (3), Block 24, Hillcrest Addition, an addition to the City of Corpus Christi, Texas as shown by the map or plat thereof recorded in Volume 3, Page 30 of the Map and Plat Records of Nueces County, Texas; and informally known as 1503 Peabody Ave.

7. Real Estate Sales Contract dated on July 1, 2025 by and between the Port of Corpus Christi Authority of Nueces County Texas and Elvord Investments, LLC for the purchase of the following tract of land:

   LOTS ONE (1) AND TWO (2), BLOCK TWO (2), SHORELINE PARK ADDITION, an addition to the City of Corpus Christi, of Nueces County, Texas according to the map or plat recorded at Volume 3, Page 28 of the Map Records of Nueces County, Texas and informally known as 2417 Summers.

8. Real Estate Sales Contract dated on May 1, 2025 by and between the Port of Corpus Christi Authority of Nueces County Texas and William Alan Bagnall, Cynthia Wren Carr and Deborah Ann Rutherford for the purchase of the following tract of land:

LOT SEVEN (7) AND LOT EIGHT (8), BLOCK TWENTY (20), NUECES BAY HEIGHTS ADDITION, a Subdivision of the City of Corpus Christi, Nueces County, Texas according to the map or plat recorded in Volume 3, Page 6, Map Records of Nueces County, Texas. Being the same tract conveyed by that certain General Warranty Deed, dated April 18, 2012, from Richard L Bagnall, through his Attorney-in-Fact, Donald E Williams, as Grantors, to William Alan Bagnall, Cynthia Carr and Deborah Ann Bagnall, as Grantee recorded at Document Number 2012014616 Official Public Records of Nueces County, Texas; and informally known as 2918 Martin Luther King Drive.

LOT FIVE (5) AND LOT SIX (6), BLOCK TWENTY (20), NUECES BAY HEIGHTS ADDITION, a Subdivision of the City of Corpus Christi, Nueces County, Texas and informally known as 2918 Martin Luther King Drive, Corpus Christi, Texas, together with all improvements located thereon. Being the same tract conveyed by that certain General Warranty Deed, dated April 18, 2012, from Richard L Bagnall, through his Attorney-in-Fact, Donald E Williams, as Grantors, to Willaim Alan Bagnall, Cynthia Carr and Deborah Ann Bagnall, as Grantee recorded at Document Number 2012014615 Official Public Records of Nueces County, Texas.

9. Real Estate Sales Contract dated on July 8, 2025, by and between the Port of Corpus Christi Authority of Nueces County Texas and Henry A. Pullam, III, individually and in his capacity as the Permanent Administrator of the Estate of Henry Albert Pullam, Jr. Deceased, Deborah Moore, and Constance Pullam Washington, for the purchase of their interests in the following described lots:

LOTS THREE (3), FOUR (4), FIVE (5), and SIX (6), BLOCK FIVE (5), HILLCREST ADDITION, an addition to the 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 1605 Van Loan Ave, and 1605 ½ Van Loan Ave, Corpus Christi, Texas.

10. Real Estate Sales Contract dated to be Effective on July 8, 2025, by and between the Port of Corpus Christi Authority of Nueces County Texas and Matthew John Sayles for the purchase of his interest in the following described lots:

LOTS TEN (10), ELEVEN (11) and TWELVE (12), BLOCK SIX (6), HILLCREST ADDITION, an addition to the City of Corpus Christi, of 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 1721 Van Loan Ave, Corpus Christi, Texas.

ATTACHMENT THREE

RESOLUTION APPROVING GROUND LEASE AND USE AGREEMENT BETWEEN PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, AS LESSOR, AND NUECES RIVER AUTHORITY, AS LESSEE, FOR 31-ACRES OF LAND ON HARBOR ISLAND; AND AUTHORIZING OTHER MATTERS RELATED THERETO

WHEREAS, at a duly called and noticed open meeting held on July 15, 2025, the Port Commission ("***Port Commission***") of the Port of Corpus Christi Authority of Nueces County, Texas ("***PCCA***"), a navigation district and political subdivision of the State of Texas, considered a proposed transaction between PCCA and the Nueces River Authority ("***NRA***"), a conservation and reclamation district under Article XVI, Section 59, Texas Constitution (the "***Proposed Transaction***").

WHEREAS, the terms and conditions of the Proposed Transaction are set forth in a Ground Lease and Use Agreement between PCCA, as lessor, and the Nueces River Authority ("***NRA***"), as lessee (the "***NRA Lease Agreement***").

WHEREAS, the NRA Lease Agreement covers approximately 31 acres of PCCA's land on Harbor Island, which constitutes the Desal Plant Site described below.

WHEREAS, on February 28, 2025, PCCA filed Permit Application No. SWG-2025-00112 with the United States Army Corps of Engineers ("***USACE***"), Galveston District, for an Individual Permit under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (the "***USACE Permits***") to construct certain desalination related facilities as set forth therein, including:

(1) an upland seawater desalination facility with capacity up to 100-million-gallons per day (the "***Desalination Facility***") to be constructed on a 31-acre tract of land owned by PCCA at 225 Hwy 361, in Port Aransas, Nueces County, Texas (the "***Desal Plant Site***");

(2) a seawater intake structure (the "***Intake Structure***") located approximately 1.3 miles southeast of San Jose Island, which consists of a system of pipes and protected openings secured to the sea bed of the Gulf of America ("***Gulf***") and a 14'-diameter tunnel (the "***Intake Tunnel***") that will house at least one intake pipe (the "***Intake Pipe***" whether one or more) that connects the Intake Structure to the Desalination Facility;

(3) an effluent diffuser (the "***Wastewater Diffuser***") located approximately 1.8 miles southeast of San Jose Island and approximately one-half mile away from the Intake Structure, which consists of a 50-port diffuser with 6.3-inch diameter ports secured to the sea bed of the Gulf and a 14'-diameter discharge pipe (the "***Discharge Pipe***") that connects the Desalination Facility to the Wastewater Diffuser; and

(4) finished water pipelines located in one or more easements on PCCA property that connect the Desal Plant Site to the mainland at the City of Aransas Pass, Texas ("***Aransas Pass***").

WHEREAS, on February 13, 2023, PCCA filed Water Rights Application No. 13902 with the Texas Commission on Environmental Quality ("***TCEQ***") for a permit to divert up to 350,000 acre-feet per year (at a maximum diversion rate of 217,000 gallons per minute) of State of Texas marine seawater from the Gulf to the Desalination Facility via the Intake Pipe (the "***Water Right***") to produce up to 100 million gallons per day of desalinated product water ("***Product Water***").

WHEREAS, on April 1, 2025, PCCA filed Industrial Wastewater Permit Application No. WQ0005488000 with the TCEQ for a permit (the "***Discharge Permit***") to discharge wastewater (brine) from the Desalination Facility into the Gulf via the Discharge Pipe and the Wastewater Diffuser.

WHEREAS, the Intake Pipe and the Discharge Pipe will both travel from the Desalination Facility under the Aransas Channel, the Lydia Ann Channel, San Jose Island, and the Gulf sea bed until reaching the Intake Structure or the Wastewater Diffuser, as the case may be; and both pipes are to be installed in a tunnel at least 50' below USACE-maintained infrastructure, including the Aransas Channel and the Lydia Ann Channel.

WHEREAS, on May 25, 2025, the Texas General Land Office ("***GLO***") granted PCCA an easement across Permanent School Fund Land in Aransas County for the Intake Structure, the Intake Pipe and the Intake Tunnel (the "***GLO Miscellaneous Easement***").

WHEREAS, PCCA also intends to obtain an amended easement from the GLO for the Discharge Pipe (as amended, the ***"GLO Discharge Pipe Easement***") and an easement from each private landowner as needed for the installation of the Intake Pipe and Discharge Pipe (collectively, the "***Required Private Pipeline Easements***").

WHEREAS, Product Water will be transported from the Desalination Facility via finished water pipelines (collectively, the "***Product Water Delivery Lines***") to (1) existing water distribution infrastructure in Aransas Pass, and (2) possibly the twelve-inch freshwater pipeline owned by the Nueces County Water Control and Improvements District No. 4 that runs from Harbor Island to Port Aransas and Mustang Island, Texas.

WHEREAS, NRA wishes to lease the Desal Plant Site, as lessee, for purposes of designing, financing, constructing, owning, operating, maintaining and expanding the Desalination Facility and related facilities thereon in accordance with the terms and conditions specified in this Agreement.

WHEREAS, NRA also wishes to be granted the exclusive right to use (i) water pursuant to the Water Right, (ii) the USACE Permits and the Discharge Permit (collectively, the "***Required Governmental Permits***"), and (iii) the GLO Miscellaneous Easement, the GLO Discharge Pipe Easement, and the Required Private Pipeline Easements (collectively, the "***Required Pipeline Easements***") in connection with its construction and operation of the Desalination Facility.

WHEREAS, PCCA, acting by and through the Port Commission, is willing to lease the Desal Plant Site to NRA to a depth of two hundred (200) feet, to enter into a water supply contract granting NRA the exclusive right to use water pursuant to the Water Right (the

"***PCCA/NRA Water Supply Contract***"), and to transfer, assign and/or otherwise grant NRA the exclusive right to use the Required Governmental Permits and Required Pipeline Easements, all in accordance with Applicable Laws and on the terms and conditions and for the consideration specified herein.

WHEREAS, PCCA, acting by and through the Port Commission, is also willing to grant NRA pipeline easements on PCCA's land (collectively, the "***Inland Pipeline Easements***") for the Product Water Delivery Lines.

WHEREAS, NRA or its P3 partner, if any, for the Proposed Transaction will construct, own, and operate the Desalination Facility, as well as the Product Water Delivery Lines and will accurately measure and report to PCCA the amount of Product Water that is pumped into the Product Water Delivery Lines from the Desalination Facility each calendar month.

WHEREAS, PCCA also wishes to provide incentives for NRA and the City of Corpus Christi to enter into a water supply contract for the sale of Product Water by NRA to the City of Corpus Christi to serve to persons or entities located in the area included in the Certificate of Convenience and Necessity issued by the Public Utility Commission of Texas to the City of Corpus Christi.

WHEREAS, the Port Commission has determined that the NRA Lease Agreement serves a public purpose and is a matter of public necessity.

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

Section 1. The findings and determinations contained in the recitals to this Resolution are hereby found and determined to be true and correct, and the findings, determinations and definitions contained in the recitals are incorporated herein for all purposes.

Section 2. The NRA Lease Agreement is hereby approved in the form presented to this meeting with the following addition to Section 4.03(a) of the Lease, and the Chief Executive Officer is hereby authorized and directed to execute the NRA Lease Agreement, for and on behalf of PCCA, in the form presented to this meeting with the following addition to Section 4.03(a) of the Lease:

> (14) NRA has delivered to PCCA, or PCCA has obtained on its own, documentation or other assurances, in each case satisfactory to PCCA, in its sole discretion, that PCCA will have no obligation to carry out any removal or restoration activities under the GLO Easements when the easements terminate.

Section 3. The Chief Executive Officer and his authorized representatives are hereby authorized and directed, for and on behalf of PCCA, to continue to carry out PCCA's affirmative obligations under the NRA Lease Agreement for as long as the lease remains in effect.

Section 4. The Chief Executive Officer or his authorized representative is hereby authorized and directed, for and on behalf of PCCA, to grant one or more Inland Pipeline Easements to NRA in accordance with Section 3.04 of the NRA Lease Agreement.

Section 5. On the Preconstruction Closing Date, the Chief Executive Officer is hereby authorized and directed to sign, date, and deliver to the NRA such agreements and take such other actions as may be necessary to accomplish the following:

(a) officially transfer the Required Governmental Permits to NRA as permittee or co-permittee or grant to NRA a contractual right from PCCA to allow NRA to conduct operations under the Required Governmental Permits;

(b) lease or assign water withdrawal and use rights from PCCA to NRA under the Water Right pursuant to the PCCA/NRA Water Supply Contract (which shall require no additional consideration and be coterminous with the Lease) and submit the PCCA/NRA Water Supply Contract to the TCEQ; and

(c) with respect to each of the Required Pipeline Easements, (i) cause NRA to officially become a co-grantee or sole grantee under such easements, or (ii) grant NRA a contractual right from PCCA to allow it to conduct operations thereunder, or (iii) cause a new easement to be granted to NRA that gives NRA essentially the same rights that PCCA possessed under the Required Pipeline Easement.

Section 6. The Chief Executive Officer is hereby 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 he deems necessary to fulfill PCCA's obligations under the NRA Lease Agreement or to carry out the intent and purposes of this Resolution.


SOUTH TEXAS
MILITARY TASK FORCE



Our Mission

The mission of the

South Texas Military Task Force

is to preserve, protect, and communicate the value of our area's military installations



STMTF Members

The South Texas Military Facilities Task Force is a non-partisan group comprised of local community and business leaders who recognize the importance of advocating for and supporting our area military facilities.

Alan Wilson
Bob Paulison
Dave Edgecomb
Garry Bradford
Kresten Cook
Steve Banta
Kyle Hogan
Wes Hoskins
Paulette Guajardo
Peter Zanoni
Connie Scott
Cindy Barrera
Al Arreola Jr
Leah Olivarri
Dan Korus
David Krebs
Leanne Libby
Barbara Canales
Kevin Clarke
Dick Messbarger
Todd Hunter
John LaRue
Derrick Majchszak
Matt Garcia
Philip Ramirez
Travis Patterson
Mike Rendon
Jack Cooper
Rob McDonald
Kent Britton
Mark Longoria
Sam Fugate
Dan Herrington
Ken Trevino
Ben Polak
Chris Steinbrook
Carrie Moore
Mike Culbertson
Sarah Tindall

Area Military Leaders:

CAPT Travis Suggs
CAPT Michael Bishop
CAPT Ty Jurica
COL Kevin Consedine
CAPT Charlie Wilson
CAPT Torrey Bertheau
CAPT Timothy Tilghman
CAPT Jayson Tiger
RDML Max McCoy
CAPT Eric Bromley
Col James Ford
CAPT David Jones
CAPT Christopher Penn
Rod Benson
LTC Andrew Stephens
LTC Joshua Meador

SOUTH TEXAS

MILITARY TASK FORCE



- Corpus Christi Army Depot
- NAS Corpus Christi
- NAS Kingsville
- Coast Guard Sector Corpus Christi
- Coast Guard Air Station Corpus Christi


UNITED STATES ARMY
CORPUS CHRISTI ARMY DEPOT
THE CORNERSTONE OF ARMY AVIATION
TRADITION OF EXCELLENCE



City of Corpus Christi Receives Coast Guard City Designation

April 21, 2025

•City News

• Communications

CORPUS CHRISTI, TX – The City of Corpus Christi is proud to announce its official designation as a Coast Guard City, a distinguished honor recognizing the community's exceptional dedication and support for the men and women of the U.S. Coast Guard and their families. This significant recognition was bestowed by the Commandant of the U.S. Coast Guard, with the formal approval of the United States Congress.



Army ditches helicopters for new radical air assault planes

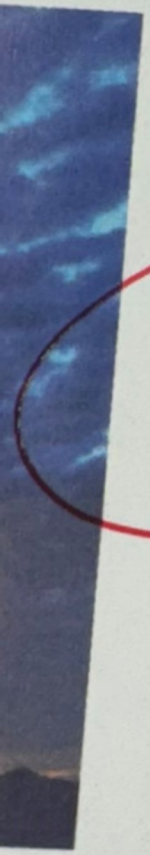
Tiltrotor planes are replacing Black Hawk helicopters and the Army wants them now

By Rebecca Grant Fox News
Published May 11, 2025 8:00am EDT

It's a plane. It's a helicopter. It's both. Meet "FLRAA," the Army's new tiltrotor for Future Long-Range Air Assault. This is how the Army will island hop in the Pacific to fend off China. And by the way, Chinese President Xi Jinping has nothing like it.

With a stunning announcement, the Army did more than ax 40 generals and open the door to AI. The Army bet its future on this radical aircraft, whose engines swivel to take off and land like a helicopter, or fly high and fast like an airplane.

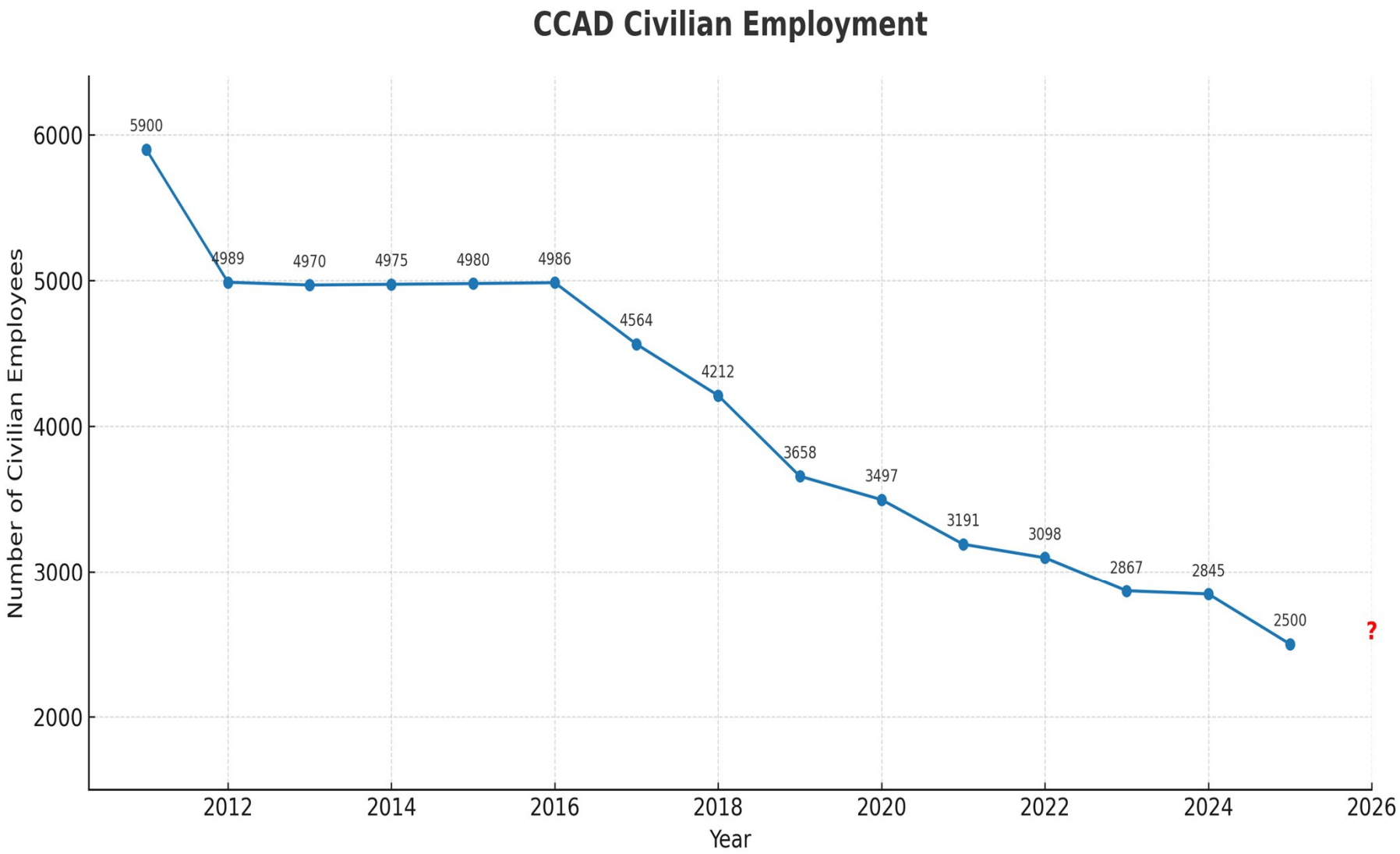
This aircraft was on pace to enter the Army inventory in the early 2030s.



Amentum Services Inc., Chantilly, VA, was awarded a $48,937,575 modification to contract W9124G-17-C-0005 for Initial Entry Rotary Wing flight training; work will be performed at Fort Novosel, AL, with an estimated completion date of Jan. 9, 2027.

Lockheed Martin, Orlando, FL, was awarded a $71,620,674 modification to contract W58RGZ-21-C-0016 for Apache attack helicopter depot-level support; work will be performed in Orlando, with an estimated completion date of Dec. 31, 2025.

The University of Alabama in Huntsville, Huntsville, AL, was awarded a $48,993,371 cost-no-fee contract for research and development engineering and aviation services; work locations and funding will be determined with each order, with an estimated completion date of Dec. 31, 2029.


CCAD Civilian Employment
Number of Civilian Employees
Year
6000
5000
4000
3000
2000
2012
2014
2016
2018
2020
2022
2024
2026
5900
4989
4970
4975
4980
4986
4564
4212
3658
3497
3191
3098
2867
2845
2500
?

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EMPLOYMENT SERVICES



Corpus Christi
REGIONAL ECONOMIC
DEVELOPMENT CORPORATION



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

1st Community Bank

AEP TEXAS
An AEP Company



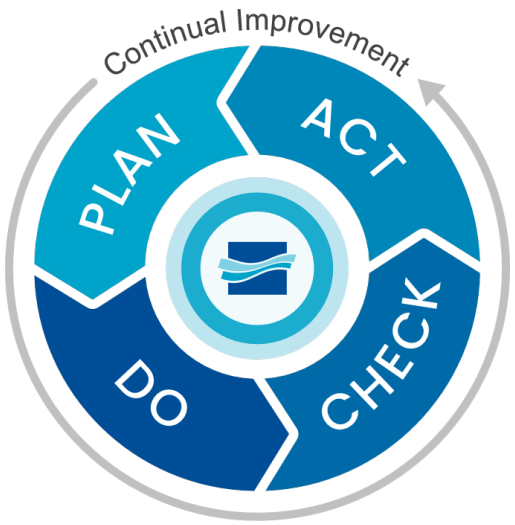

SOUTH TEXAS
MILITARY TASK FORCE

August 19, 2025

PCCA's Environmental Precepts in Action

Sarah L. Garza | Director of Environmental Planning & Compliance

Presented by PORT CORPUS CHRISTI®



ISO 14001 & Green Marine Certifications

NA=Not Applicable

4
- Port Emissions Inventory
- Clean Fleet Program
- Electric Charging Station Installation

Greenhouse Gas Emissions

5
- PORTable Learning Lab
- Community Conversations
- Stakeholder Network
- Strategic Plan

Community Relations

5
- Air Monitoring Network
- EMS Procedures
- Bulk Terminal Operations Manual

Dry Bulk Handling And Storage

5
- Trash Skimmer Project
- P&D Fund
- ISO 14001
- Ducks Unlimited Partnership Beneficial Use Planning

Environmental Leadership

5
- Construction Checklist
- Truck Queuing at Joe Fulton
- Operational Sound Monitoring Procedure

Community Impacts

NA

Underwater Noise

5
- Stormwater Master Plan
- Water and Land Pollution Prevention Plan

Spill Prevention/ Stormwater Management

5
- Sustainable Procurement Specifications
- Waste Audit
- Rethink Disposable Campaign

Waste Management

5
- GIS Layers
- Reuse of dredge material
- Aquatic Ecosystems Mgmt Plan

Aquatic Ecosystems



ISO 14001 Certified

- Recertification Audit Complete

Green Marine Certification

- Level 4 in Air Quality
- Level 5 in all other applicable program areas

2024 Performance Metrics

334
Compliance Inspections

71
Property Audits

~100
Active Permits

100% Renewable Electricity for Port Ops

Trash Diverted by Trash Skimmer

57.2 cubic feet

Recycled Materials

- **58,403 lbs** (mixed office waste)
- **1,072 gal** (mechanic fluids)
- **4,567 units** (computers)

Six Environmental Precepts (adopted March 15, 2022)

Environmental Planning and Compliance



Air Quality

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



Climate Action

Reduce GHG emissions per cargo ton by 7.5% annually



Water Quality

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



Climate Adaptation

Fortify Port Infrastructure based on hyperlocal modeling of physical environmental risks



Habitat Creation

Create/restore 50 acres of habitat every 3 years



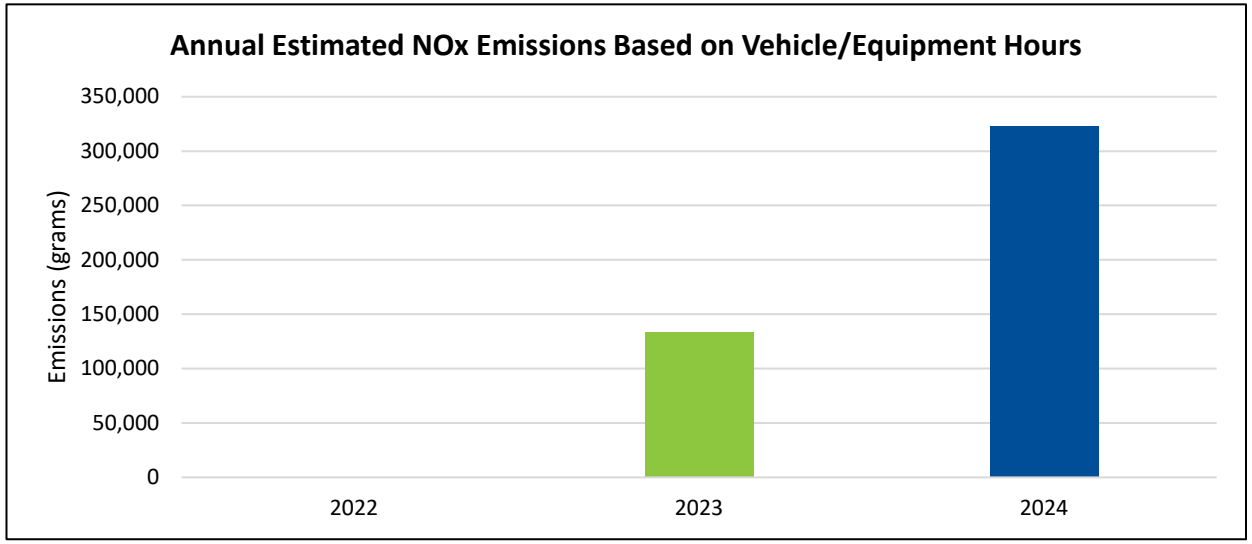
Soils & Sediments

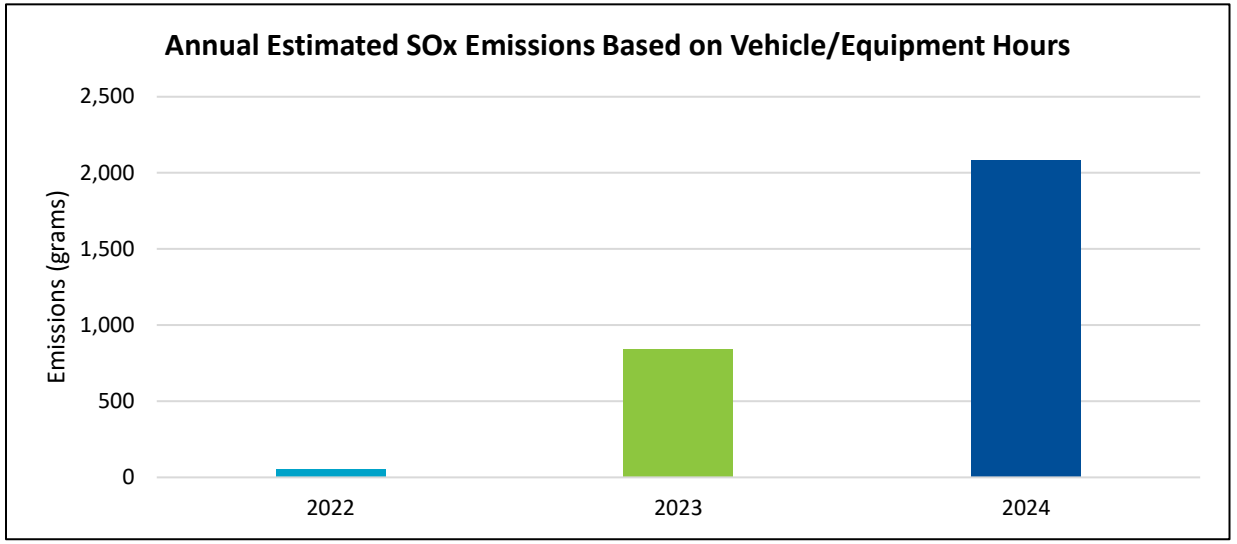
Remediate spills to residential standard

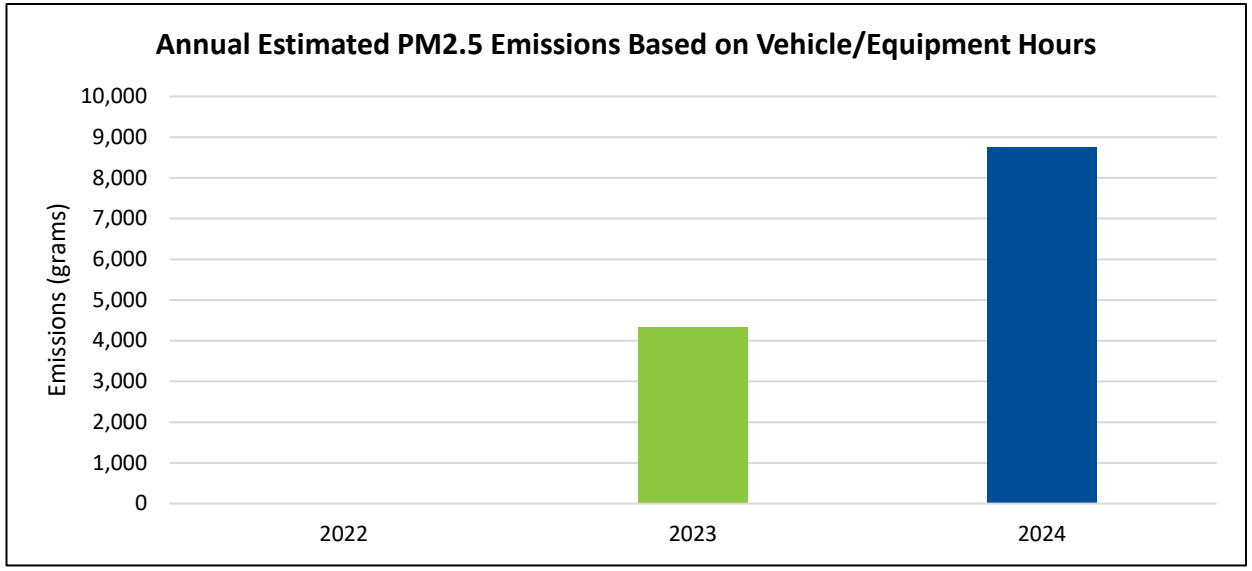
Three Year Performance Update

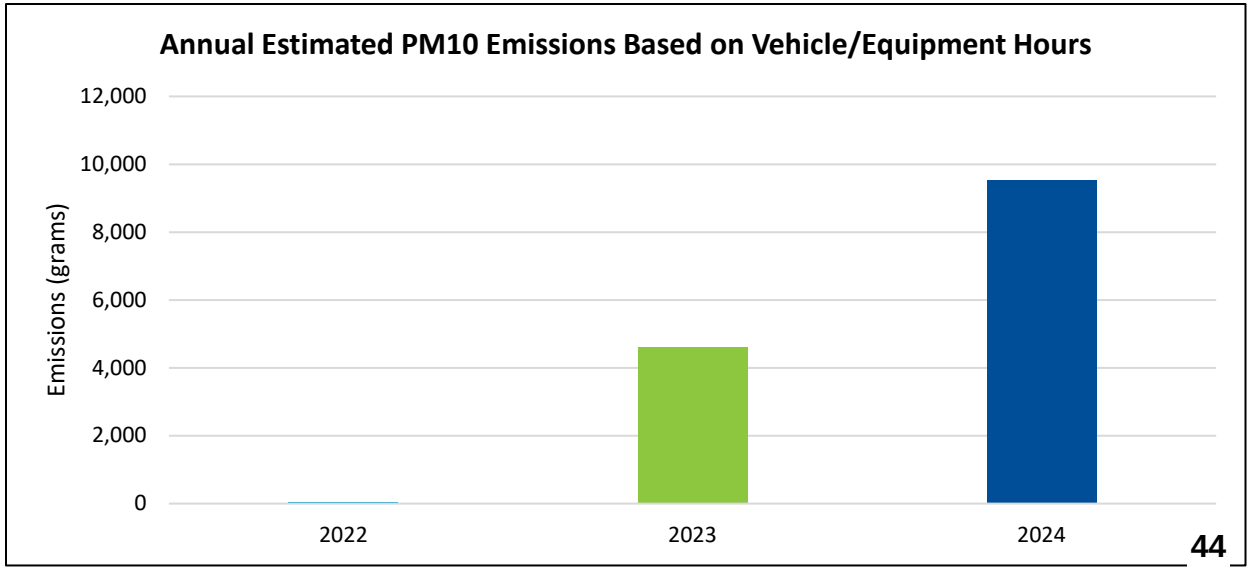
Air Quality

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



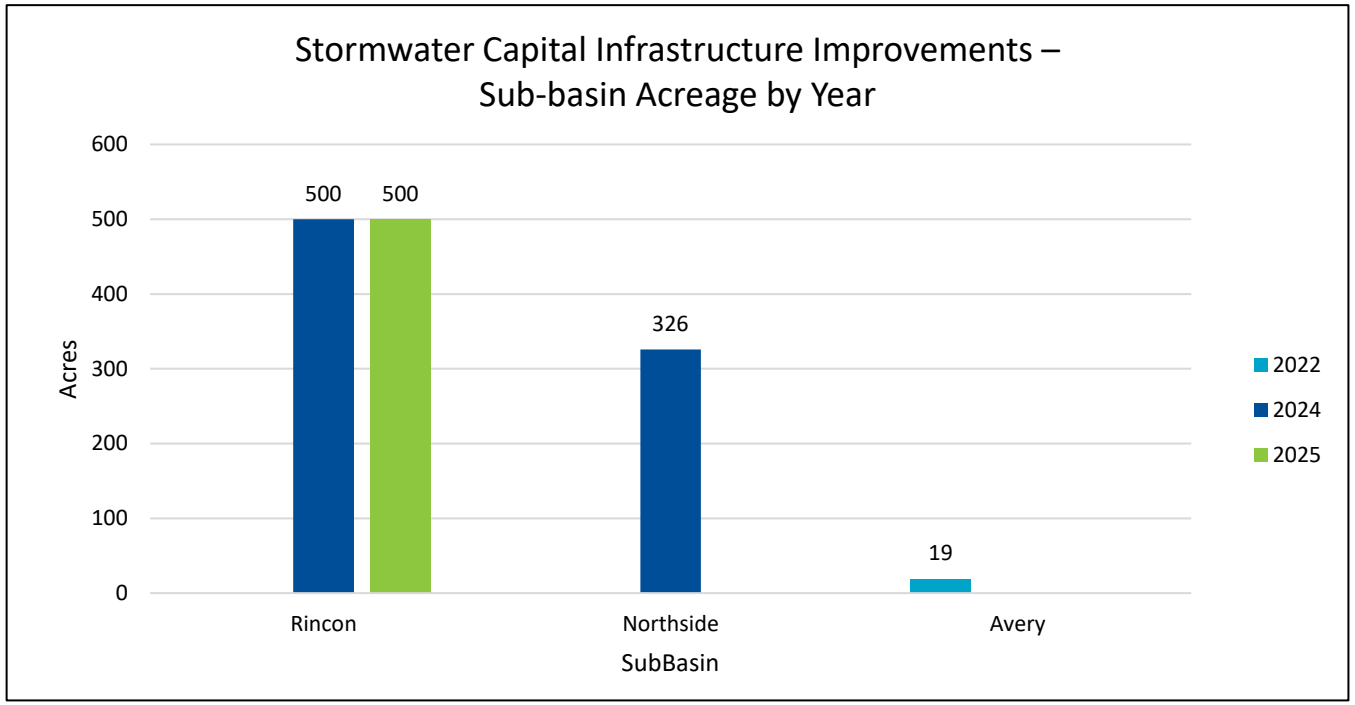


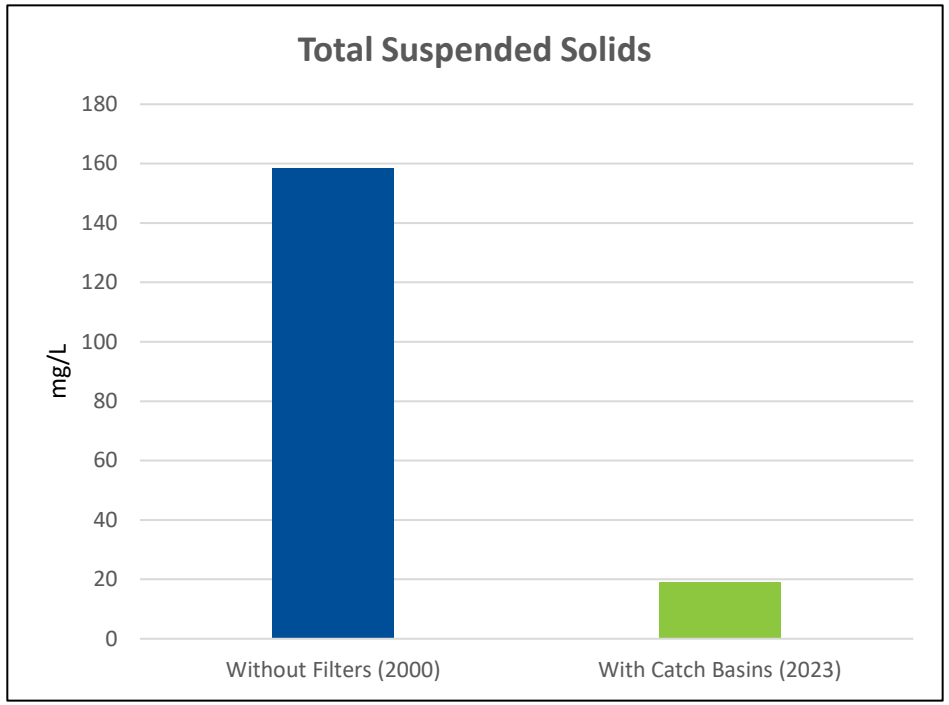




Water Quality

Reduce Aluminum, Iron, Lead, Zinc, and Total Suspended Solids in stormwater runoff by 10% annually.

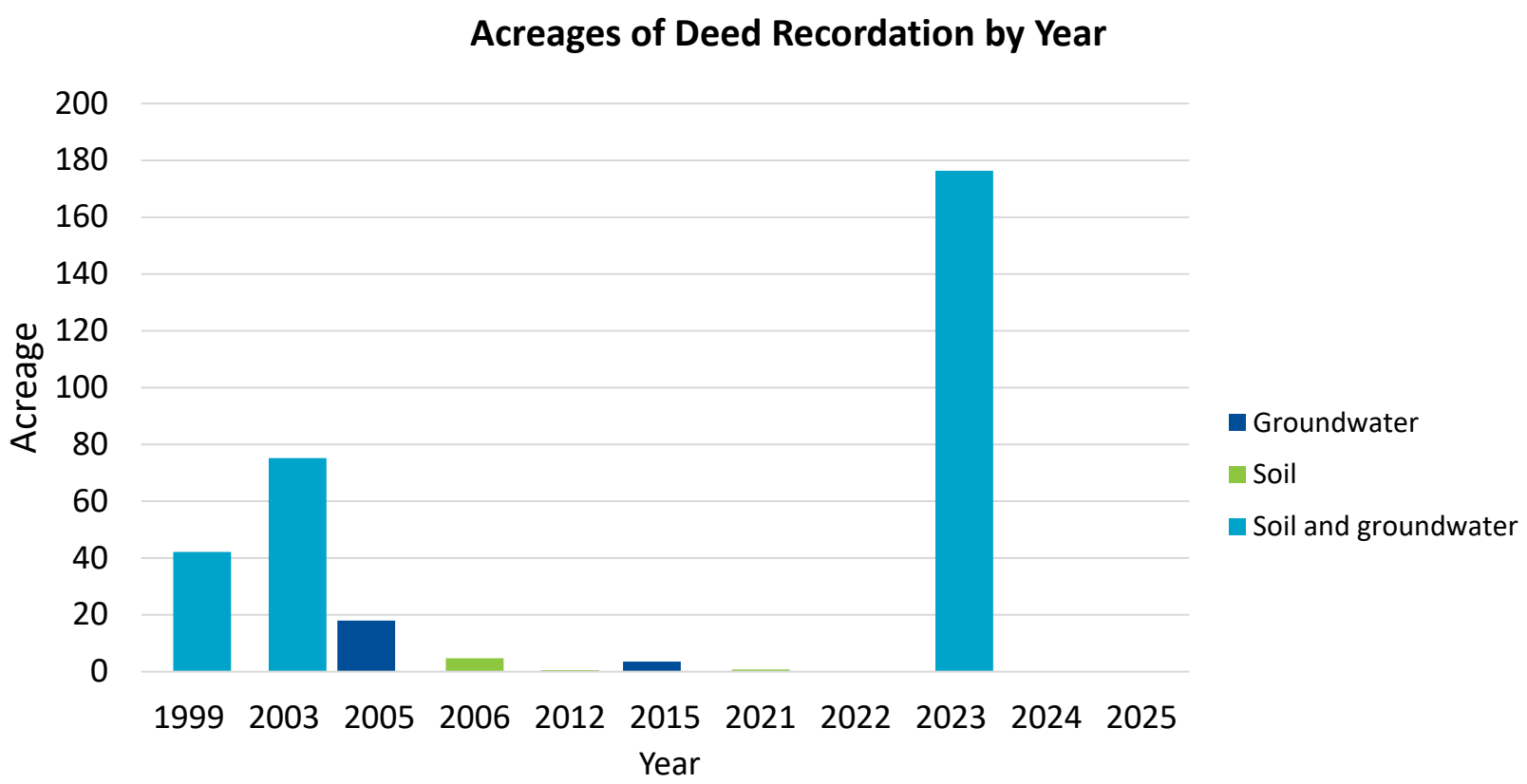




Stormwater Master Plan prescribes system improvements to address both quality and quantity

Soils & Sediments

Avoiding and eliminating encumbrances on Port-owned property (32,138 acres upland & submerged)



*2023 acreage from legacy deed at Harbor Island and newly acquired property

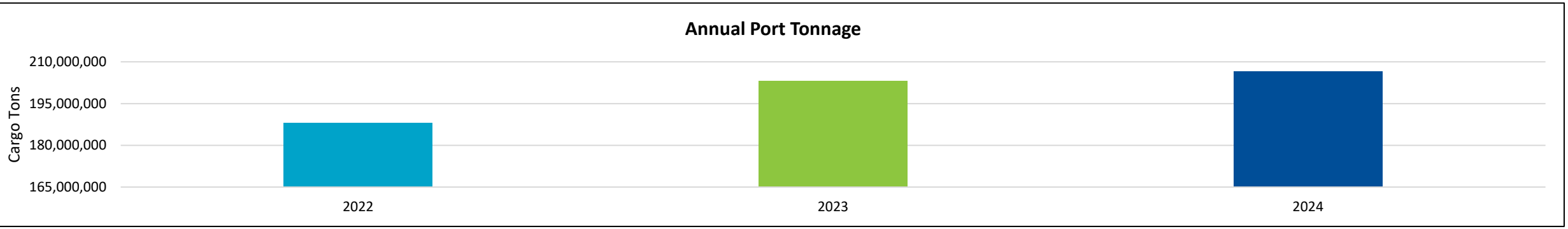
Less than 0.025% of Port-owned property is encumbered

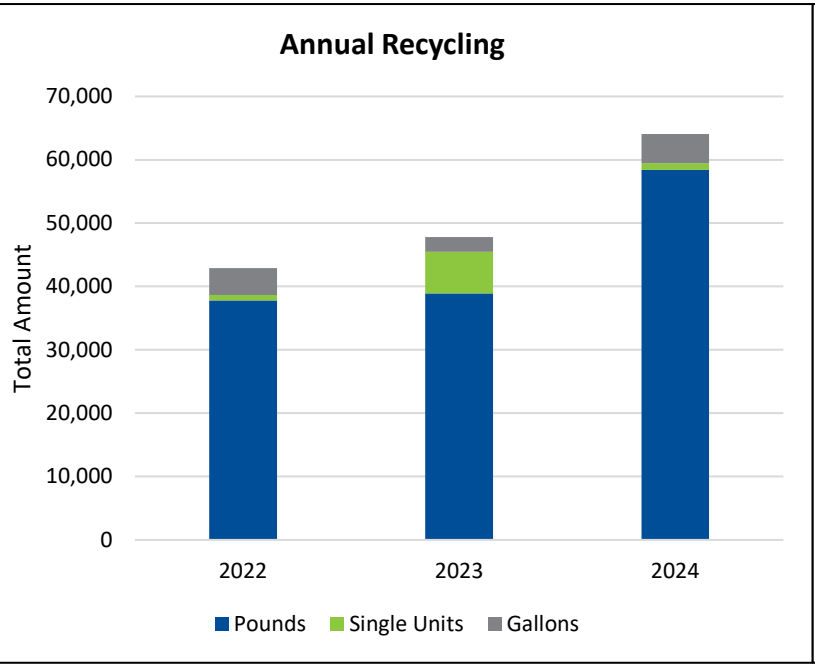
Type	Site	Habitat Type	Acreage	Dredge Material (cy)
Mitigation	OD 20, 21, 22	Tidal Marsh and Sand Flats	< 1	NA
	Joe Fulton Corridor	Tidal Marsh and Sand Flats	8	NA
	Rincon Canal	Tidal Marsh	1	NA
	BUS 6	Seagrass and Tidal Marsh	26	28,000
	Tule Lake Terminal	Tidal Marsh	1.97	NA
		Mitigation Total	38	NA
Creation	BUS 6	Tidal Marsh	145	42,000
	Elbow Marsh**	Tidal Marsh	112	1,000,000
	Breakwater Marsh**	Tidal Marsh	13	189,642
	Delta Marsh 3**	Tidal Marsh	18	378,883
	Delta Marsh 4**	Tidal Marsh	9	2,977
	Site I**	Marsh and Seagrass	26	
	Site CQ**	Seagrass	75	
		Creation Total	397.911	1,613,502
Under Development	Nueces Bay Living Shoreline	Tidal Marsh and Oysters	40	750,000
	Causeway Bird Island	Bird Island	16	60,425
	Indian Point	Beach Nourishment and Oysters	48.9	NA
	PA9-S	Tidal Marsh and Sand Flats	172	4,500,000
	M10	Tidal and Emergent Marsh	760	22,500,000
		Under Development Total	1037	27,810,425

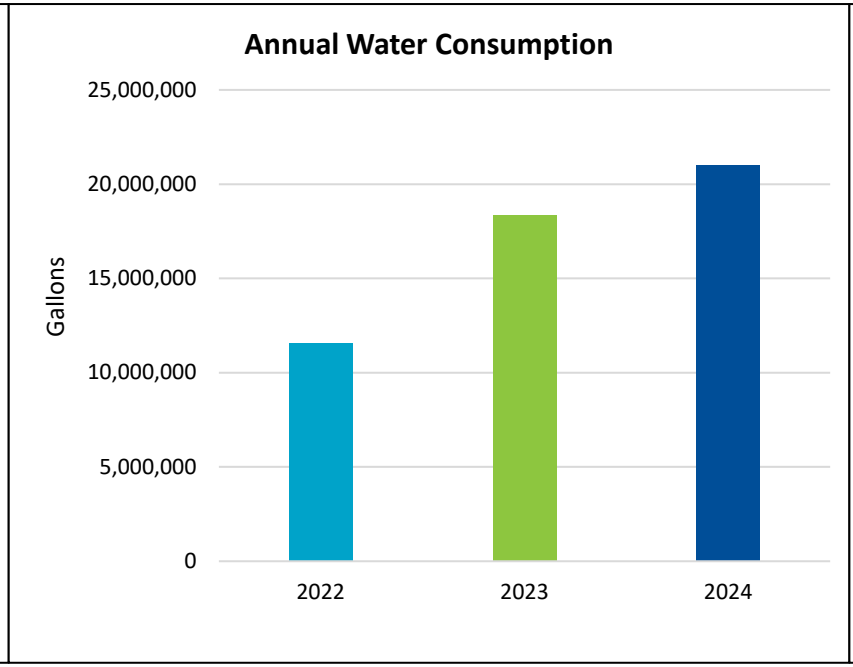
Odem
Bethel Estates Number 1 Colonia
Rincon Bayou, OD 20, 21, and 22
Nueces River, Joe Fulton International Trade Corridor
Elbow Marsh
Nueces Bay Tule Lake Terminal
Portland
Indian Point*, GLO-CEPRA
BUS 6, La Quinta Channel Extension
Ingleside
Aransa
Nuece Bay Living Shoreline, Channel Improvement Project
Causeway Bird Island, Ducks Unlimited
Nueces Bay, Rincon Canals
Ingleside on the Bay
Site CQ
M10, Ducks Unlimited
Site I
PA9-S, Ducks Unlimited
Corpus Christi
Corpus Christi International Airport
234
37
361
44
358
N
1.5 0 1.5 3 4.5 6
Miles

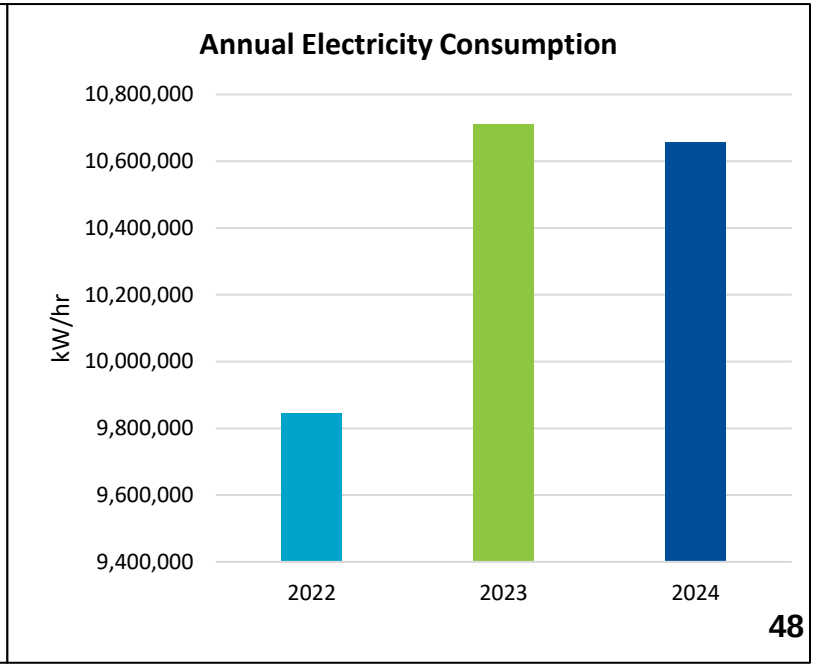
Resource Efficiency

Reducing and/or offsetting resource consumption









2025 Project Priorities

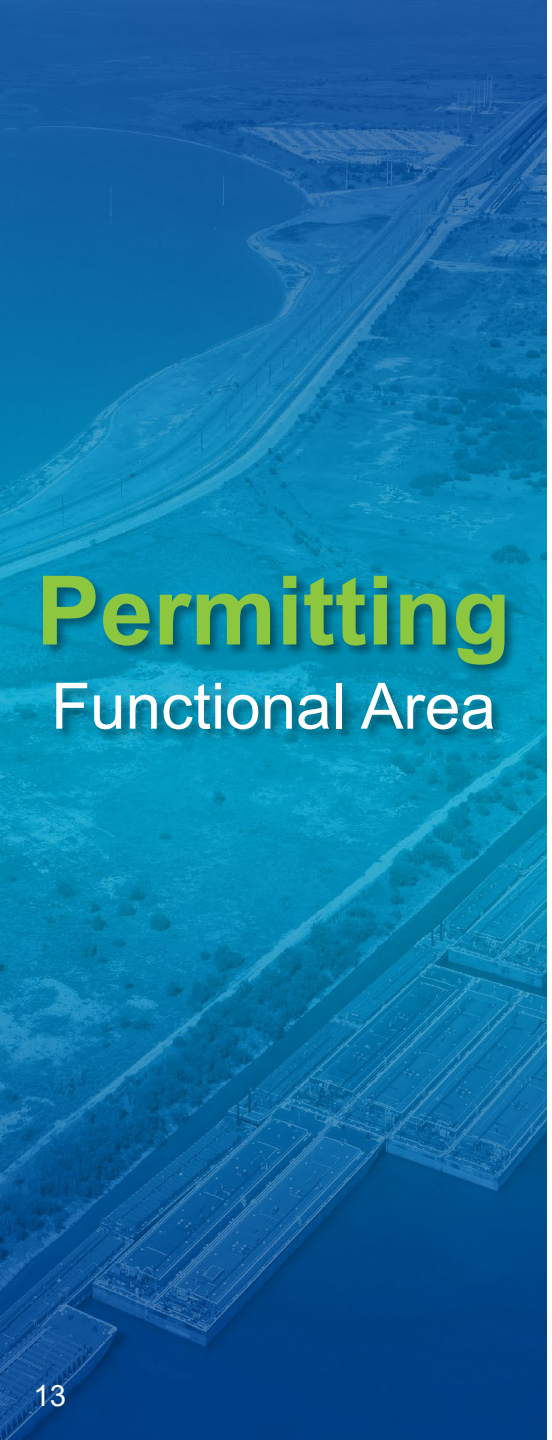


Compliance

Functional Area

1. Support **Operations**:
   - ➢ Identify efficiencies in dust mitigation/stormwater management
   - ➢ Improve SOPs for more efficient compliance reviews
   - ➢ Execute regulatory inspections/tasks on time
   - ➢ Improve Stevedore environmental performance on Port property

2. Support **Commercial & Business Development**:
   - ➢ Develop amendment strategies to reduce encumbrances



Permitting

Functional Area

1. Support **Commercial & Business Development**:
   - Identify efficiencies in obtaining permit authorizations

2. Support **Engineering**:
   - Facilitate timely permit authorizations for planned projects

3. Support **Channel Infrastructure**:
   - Prioritize, permit, and design habitat creation for dredge ops

4. Construct strategic habitat projects to protect Port infrastructure:
   - Nueces Bay Shoreline
   - Indian Point



Sustainability & Resilience

Functional Area

1. Inform **future developments** with air emissions analyses

2. Advance **resource efficiency** programs:
   - Water consumption at Bulk Terminal
   - Electrical consumption port-wide
   - Recycling port-wide

3. Achieve **performance targets** and certifications

Thank you

PORT CORPUS CHRISTI®

RESOLUTION HONORING THE DISTINGUISHED SERVICE AND RETIREMENT OF ROBERT VASQUEZ, VESSEL TRAFFIC CONTROLLER FOR THE PORT OF CORPUS CHRISTI

WHEREAS, Robert Vasquez began his exemplary 30-year career with the Port of Corpus Christi in 1995 as an operator for the Tule Lake Lift Bridge, eventually moving into his role at the Harbormaster's Office as a Vessel Traffic Controller in September 2009; and

WHEREAS, Robert Vasquez was instrumental in the Port's recovery efforts following Hurricane Harvey; and

WHEREAS, Robert Vasquez coordinated countless restrictions and safety zones over a five-year period in support of the dredging and pipeline projects necessary for the Channel Improvement Project; and

WHEREAS, Robert Vasquez managed vessel traffic in support of the new Harbor Bridge construction; and

WHEREAS, Robert Vasquez was on duty when the first overseas export of crude oil to leave the United States in over 40 years sailed from the Port of Corpus Christi aboard the M/T THEO T on December 31, 2015; and

WHEREAS, Robert Vasquez saw the first Liquefied Natural Gas and Very Large Crude Carrier vessels arrive at the Port of Corpus Christi; and

WHEREAS, Robert Vasquez witnessed the M/T MIA MARGRETHE, the largest ship to ever enter the Port of Corpus Christi Inner Harbor in 1987 that passed under the Harbor Bridge with just two feet to spare; and

WHEREAS, Robert Vasquez weathered tropical storms, hurricanes, inclement weather and hundreds of days of fog events during his career, while always acting in the best interest of the Port of Corpus Christi; and

WHEREAS, Robert Vasquez's unwavering dedication, professionalism and warm friendly nature endeared him to the hundreds of stakeholders he worked with during his career; and

WHEREAS, Robert Vasquez's pride in working for the Port of Corpus Christi Authority was obvious to anyone with whom he interacted; and

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT: We hereby honor and recognize the exemplary career of Robert Vasquez to the Port of Corpus Christi Authority during his distinguished service of over 30 years; and

BE IT FURTHER RESOLVED that this Resolution be included in the permanent minutes of this Port Commission meeting, August 19, 2025, and that a signed original of this Resolution be presented to Robert Vasquez.

Thank You for Your Leadership and Service,

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Mr. David Engel – Chair

Mr. Wes Hoskins – Vice-Chair

Mr. Gabe Guerra – Secretary

Mr. Rajan Ahuja – Commissioner

Ms. Diane Gonzalez – Commissioner

Mr. Tony LaMantia – Commissioner

Mr. Michael Pedrotti – Commissioner

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting on August 19, 2025

DATE: August 19, 2025

TO: Port Commission

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

Approve Second Quarter 2025 Financial Report

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

As detailed in the report, Tonnage in the first 6 months was 3% higher than the same period of 2024 with revenues 10% above last year, and 5% above the 2025 year to date Budget. 2nd Quarter of 2025 was the highest second quarter tonnage in the Port's history with our first half tonnage posting the highest in Port's history. Operating Expenses were below budget by 17% due to lower maintenance and professional services, and below the prior year by 4% due to lower maintenance spending.

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

ALTERNATIVES: None

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

EMERGENCY: No

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

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

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

PCCA Financial_Review_Q2_June 2025



FINANCIAL REVIEW
YEAR TO DATE JUNE 30, 2025

Cindy Bertolami | Chief Financial Officer

PORT CORPUS CHRISTI®

TABLE OF CONTENTS

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

Appendix: Detailed Financial Information

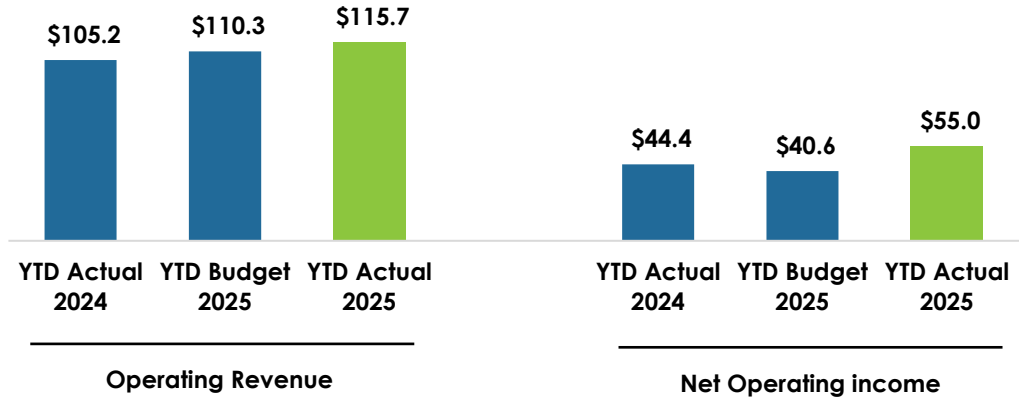
EXECUTIVE SUMMARY

Key Year to Date Highlights

- Year to date Tonnage ahead of the same period prior year by 3%.
  - Highest 2nd Quarter tonnage in the Port's history.
  - Highest 1st Half of Year tonnage in the Port's history.
- Year to date Net Operating Income (NOI) exceeds Budget by 35% and above the same period prior year by 24%.
  - Revenue 5% above Budget and 10% above of 2024.
  - Operating Expenses, excluding depreciation, are 17% lower than budget due to lower maintenance and professional services; and 4% lower than prior year due to lower maintenance expenses.
- 2025 inbound rail car movements below 2024, while outbounds are ahead of 2024 - overall decrease of 17%.
- 2025 Capital Spending slightly below budget and prior Year.

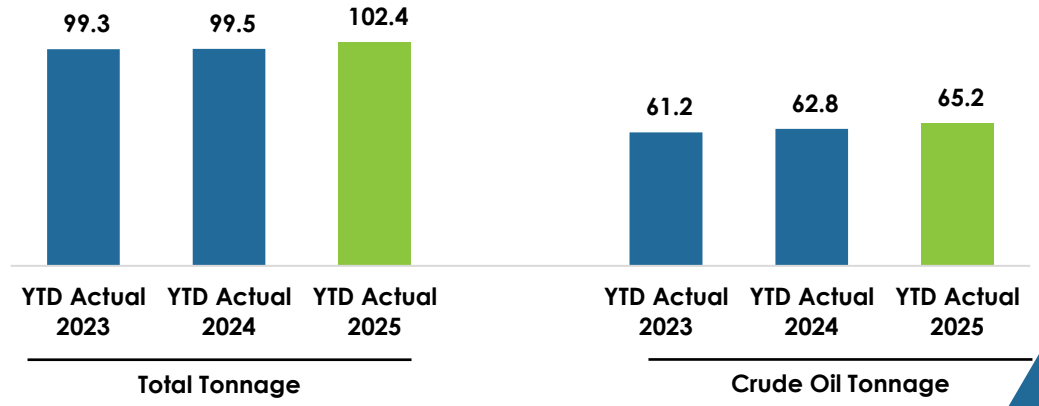
Year-to-Date
Operating Revenue and Net Operating Income

$ in millions



Year-to-Date
Tonnage

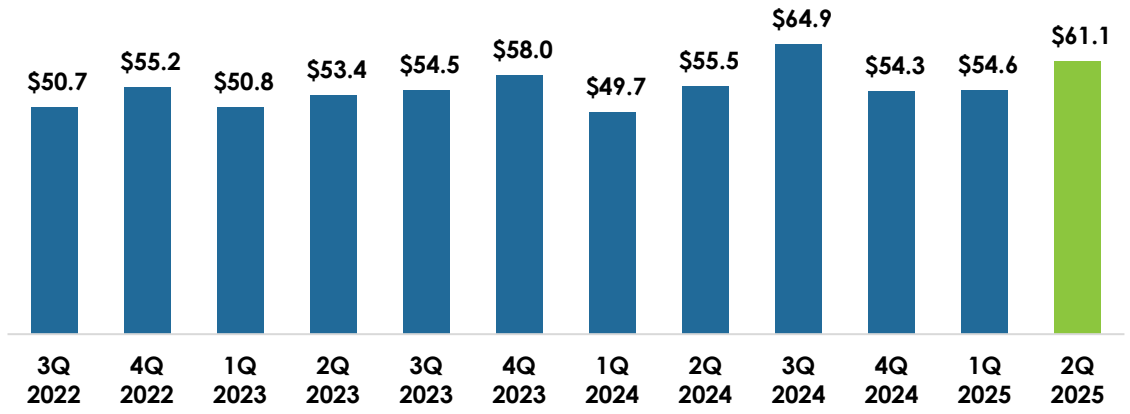
Millions of tons



KEY HISTORICAL TRENDS

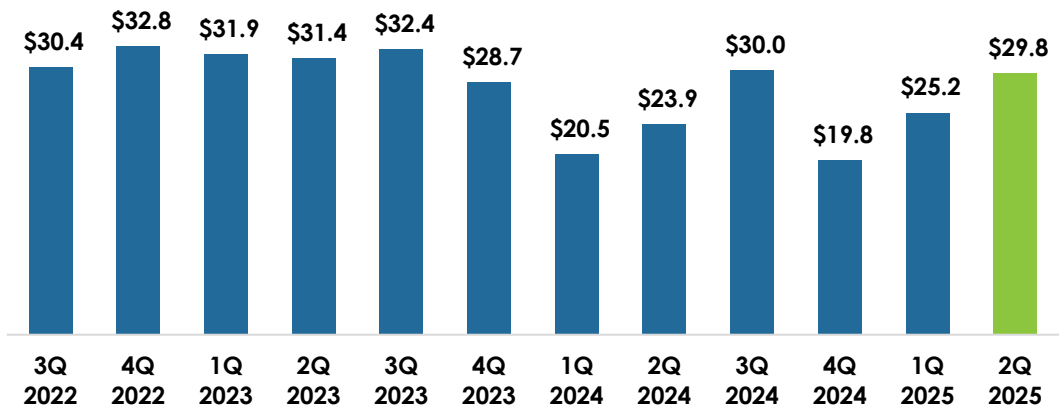
Operating Revenue

$ in millions



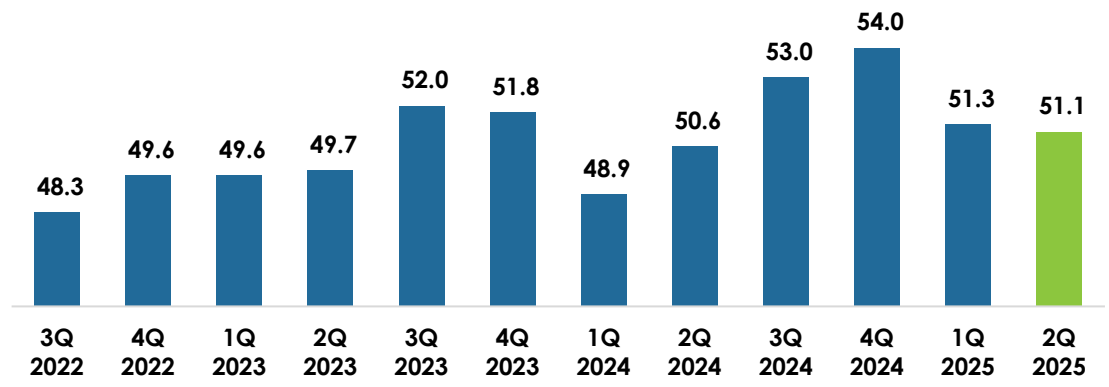
Net Operating Income

$ in millions



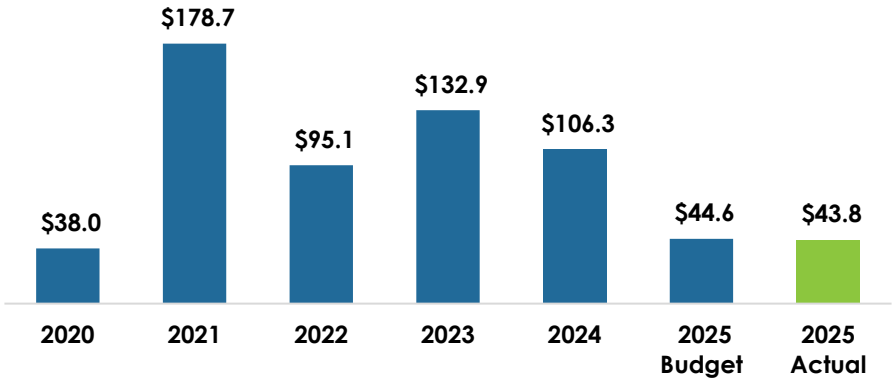
Total Tonnage

Millions of tons



Capital Expenditures

$ in millions



APPENDIX:
DETAILED FINANCIAL INFORMATION

EXPANDED OPERATIONAL METRICS DETAIL

	YTD 2025 Actual	YTD 2024 Actual	% Variance vs Prior Year	YTD 2025 Budget	Variance vs Budget
Statement of Net Position Items ($ in millions)					
Assets	$1,582.3	$1,486.6	6.4%		
Cash & Investments	296.6	283.5	4.6%		
Accounts Receivable	30.3	27.1	12.1%		
Restricted Assets	32.9	30.5	8.0%		
Liabilities	334.5	357.1	(6.3%)		
Net Position	**$1,251.8**	**$1,135.1**	**10.3%**		
Revenue and Expense Items ($ in millions)					
Operating Revenues	$115.7	$105.2	10.0%	$110.3	4.9%
Operating Expenses	(45.0)	(46.7)	(3.6%)	(54.1)	(17.0%)
Depreciation	(15.8)	(14.2)	11.5%	(15.6)	1.4%
Net Operating Income (Loss)	**$55.0**	**$44.4**	**23.7%**	**$40.6**	**35.3%**
Non-Operating Revenue/Expense	(4.7)	2.5	(291.2%)	(1.1)	344.8%
Net Income	**$50.2**	**$46.9**	**7.1%**	**$39.6**	**26.9%**
Capital Projects	**$43.8**	**$45.6**	**(4.0%)**	**$44.6**	**(1.9%)**
Operational Items					
Tonnage (millions)	102.4	99.5	2.9%		
Ships	1,178	1,150	2.4%		
Barges	2,506	2,454	2.1%		
Barges and Ships	3,684	3,604	2.2%		
Railcars	20,558	24,769	(17.0%)		

STATEMENT OF NET POSITION DETAIL

$ in millions	6/30/2025 Actual	12/31/2024 Actual	*$ Change vs Prior Year*	*% Variance vs Prior Year*	6/30/2024 Actual	*$ Change vs Year Ago*	*Variance vs Year Ago*
Line Item							
Assets							
Cash & Investments	$296.6	$294.2	*$2.4*	*0.8%*	$283.5	*$13.1*	*4.6%*
Accounts Receivable	30.3	24.8	*5.6*	*22.5%*	27.1	*3.3*	*12.1%*
Restricted Assets	32.9	32.9	*0.0*	*0.0%*	30.5	*2.4*	*8.0%*
Capital Assets, net	1,212.3	1,183.8	*28.5*	*2.4%*	1,137.9	*74.4*	*6.5%*
Other Assets	10.1	8.9	*1.2*	*13.2%*	7.5	*2.5*	*33.4%*
Total Assets	**$1,582.3**	**$1,544.6**	***$37.7***	***2.4%***	**$1,486.6**	***$95.7***	***6.4%***
Deferred Outflows - Pension	4.8	4.8	–	–	5.8	*(1.1)*	*(18.1%)*
Total Deferred Outflows	**$4.8**	**$4.8**	**–**	**–**	**$5.8**	***($1.1)***	***(18.1%)***
Current Liabilities	23.7	34.4	*(10.8)*	*(31.3%)*	15.3	*8.4*	*55.1%*
Unearned Income	27.9	31.8	*(3.9)*	*(12.3%)*	49.8	*(22.0)*	*(44.1%)*
Long-term Debt	275.3	276.0	*(0.7)*	*(0.2%)*	284.6	*(9.3)*	*(3.3%)*
Other Liabilities	7.6	4.8	*2.8*	*59.2%*	7.4	*0.3*	*4.0%*
Total Liabilities	**$334.5**	**$347.0**	***($12.5)***	***(3.6%)***	**$357.1**	***($22.6)***	***(6.3%)***
Deferred Inflows - Pension	0.7	0.7	–	*nm*	0.2	*0.5*	*286.7%*
Total Deferred Inflows	**$0.7**	**$0.7**	**–**	**–**	**$0.2**	***$0.5***	***286.7%***
Investment in Net Assets	937.0	885.3	*51.7*	*5.8%*	853.3	*83.7*	*9.8%*
Restricted Net Position	37.9	37.9	*0.0*	*0.0%*	30.5	*7.4*	*24.4%*
Unrestricted Net Position	276.9	278.3	*(1.4)*	*(0.5%)*	251.3	*25.6*	*10.2%*
Total Net Position	**$1,251.8**	**$1,201.6**	***$50.3***	***4.2%***	**$1,135.1**	***$116.7***	***10.3%***

STATEMENT OF REVENUE AND EXPENSE DETAIL- YTD

	6/30 Year-to-Date			Variance			
	2025		2024	vs Budget		vs Prior Year	
	Actual	Budget	Actual	$ Change	% Variance	$ Change	% Variance
Summary: Statement of Revenues & Expenses ($ in millions)							
Wharfage	$57.4	$61.5	$52.0	($4.1)	*(6.7%)*	$5.4	*10.4%*
Dockage	15.3	15.8	15.1	(0.5)	*(3.2%)*	0.2	*1.4%*
Security	9.3	9.5	8.8	(0.2)	*(2.1%)*	0.5	*5.8%*
Freight Handling	2.8	1.7	2.0	1.1	*62.2%*	0.8	*37.5%*
Material Handling	6.1	4.4	4.5	1.7	*39.2%*	1.6	*35.8%*
Rail Charges	4.5	3.2	4.7	1.4	*44.1%*	(0.2)	*(4.4%)*
Dredging	5.3	1.2	0.0	4.1	*342.5%*	5.3	*18,841.7%*
Building and Land Rental	13.1	11.9	14.4	1.3	*10.8%*	(1.3)	*(8.9%)*
Other Shipping Services	1.9	1.2	3.6	0.6	*52.5%*	(1.8)	*(49.1%)*
Total Operating Revenues	**$115.7**	**$110.3**	**$105.2**	**$5.4**	***4.9%***	**$10.5**	***10.0%***
Employee Services	19.2	18.6	17.8	0.6	*3.4%*	1.4	*8.0%*
Maintenance	5.4	11.7	8.2	(6.3)	*(54.1%)*	(2.8)	*(34.4%)*
Utilities / Telecommunication	0.9	1.0	1.0	(0.1)	*(9.8%)*	(0.1)	*(8.9%)*
Insurance	2.6	3.4	3.2	(0.8)	*(23.1%)*	(0.6)	*(19.3%)*
Professional / Contracted Services	9.1	11.2	8.9	(2.1)	*(18.7%)*	0.2	*2.5%*
Operator / Event Expenses	0.2	0.3	0.6	(0.0)	*(9.1%)*	(0.3)	*(58.8%)*
Promotion & Development	3.7	2.8	3.1	0.9	*30.9%*	0.5	*17.4%*
Admin / Trade Dvlp / IT / Other	3.9	5.2	3.9	(1.4)	*(26.1%)*	(0.0)	*(1.1%)*
Depreciation	15.8	15.6	14.2	0.2	*1.4%*	1.6	*11.5%*
Total Operating Expenses	**$60.7**	**$69.7**	**$60.8**	**($9.0)**	***(12.9%)***	**($0.1)**	***(0.1%)***
Net Operating Income (Loss)	**$55.0**	**$40.6**	**$44.4**	**$14.3**	***35.3%***	**$10.5**	***23.7%***
Interest Income (Loss)	8.3	5.0	8.2	3.3	*66.2%*	0.1	*1.4%*
Other Revenue	0.3	–	0.4	0.3	*nm*	(0.1)	*(20.6%)*
Interest / Bond Expense	(5.8)	(6.1)	(6.1)	0.2	*(4.0%)*	0.2	*(3.7%)*
Gain (Loss) on Disposals	(0.0)	–	(0.0)	(0.0)	*nm*	0.0	*nm*
Other Expense	(7.5)	–	–	(7.5)	*nm*	(7.5)	*nm*
Other Revenue / (Expenses)	**($4.7)**	**($1.1)**	**$2.5**	**($3.7)**	***344.8%***	**($7.2)**	***(291.2%)***
Net Income (Loss)	**$50.2**	**$39.6**	**$46.9**	**$10.7**	***26.9%***	**$3.3**	***7.1%***

TONNAGE, SHIP & BARGE, AND RAILCAR DETAIL

Millions of Tons	2Q 2025 Actual	2Q 2024 Actual	*Variance vs. Prior Quarter* Tons	*Variance vs. Prior Quarter* %	YTD 2025 Actual	YTD 2024 Actual	*Variance vs. Prior YTD Period* Tons	*Variance vs. Prior YTD Period* %
Tonnage								
Refined Products	8.2	7.8	*0.3*	*3.9%*	15.7	15.5	*0.3*	*1.6%*
Crude Oil	31.8	32.5	*(0.8)*	*(2.3%)*	65.2	62.8	*2.4*	*3.8%*
NGL	0.4	0.4	*0.0*	*0.6%*	0.8	0.9	*(0.1)*	*(11.1%)*
Agricultural	0.2	0.6	*(0.4)*	*(70.1%)*	0.2	1.7	*(1.5)*	*(88.7%)*
Dry Bulk (non-ag)	2.2	1.9	*0.4*	*18.9%*	4.1	3.7	*0.4*	*10.6%*
LNG	4.2	3.8	*0.4*	*9.3%*	8.5	7.6	*0.8*	*10.8%*
Break Bulk	0.3	0.4	*(0.1)*	*(16.2%)*	0.7	0.6	*0.0*	*6.1%*
Other Bulk Liquids	3.8	3.1	*0.7*	*23.9%*	7.3	6.7	*0.6*	*9.0%*
Total Tonnage	**51.1**	**50.6**	***0.5***	***1.0%***	**102.4**	**99.5**	***2.9***	***2.9%***
Ship and Barge Movements								
Ships	596	573	*23*	*4.0%*	1,178	1,150	*28*	*2.4%*
Barges	1,269	1,250	*19*	*1.5%*	2,506	2,454	*52*	*2.1%*
Total Ships and Barges	**1,865**	**1,823**	***42***	***2.3%***	**3,684**	**3,604**	***80***	***2.2%***
Railcars								
Inbound	5,045	8,558	*(3,513)*	*(41.0%)*	10,725	17,392	*(6,667)*	*(38.3%)*
Outbound	5,311	4,624	*687*	*14.9%*	9,833	7,377	*2,456*	*33.3%*
Total Railcars	**10,356**	**13,182**	***(2,826)***	***(21.4%)***	**20,558**	**24,769**	***(4,211)***	***(17.0%)***

THANK YOU



PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting on August 19, 2025

DATE: August 19, 2025

TO: Port Commission

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

Approve Second Quarter 2025 Investment Report

SUMMARY: Staff seeks Port Commission approval of the Investment Report ("Report") for the Second Quarter of 2025. The Report has been prepared by Meeder Public Funds ("Meeder"), PCCA's long-time investment advisor. The Report has been prepared in accordance with the PCCA's Investment Policy ("Policy") and Investment Strategy and meets the requirements of the Texas Public Funds Investment Act (the "Act"), which is codified in Chapter 2256 of the Texas Government Code. As required, the Report describes PCCA's investment positions in summary and in detail and is hereby being presented to the Port Commission in a timely manner. PCCA had approximately $332 million invested within the guidelines of our Policy on June 30, 2025, an increase from the prior quarter of approximately $33.1MM. PCCA achieved a Net Quarterly Yield for the Second Quarter of 2025 of 4.3% and earned approximately $3.6 million from our investments in the quarter. The Report is attached for further review and approval, with significantly more detail on our investments, yields and weighted average maturity, among other metrics.

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

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

ALTERNATIVES: None

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

EMERGENCY: No

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

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

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Q2 2025 PCCA Investment Report

PORT OF CORPUS CHRISTI

Quarterly Investment Report

AS OF JUNE 30, 2025

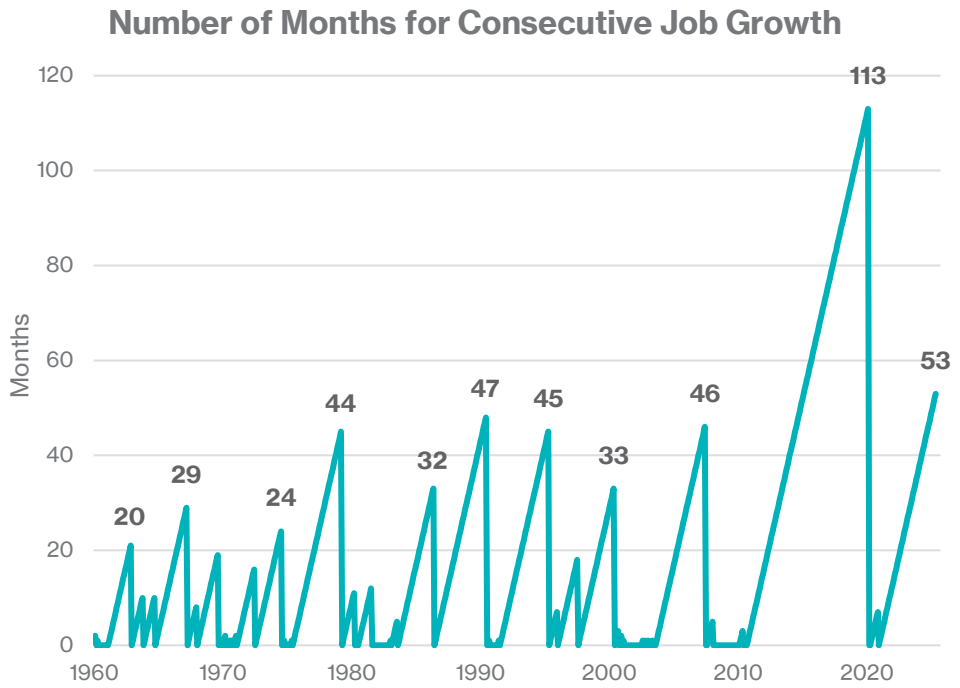


MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- Fed's Powell stated the labor market is still solid but slowing somewhat
- Trade/tariff tensions continue to weigh on business investment and sentiment
- The Fed held rates steady at the June FOMC meeting, projecting two cuts later in 2025
- GDP is expected to rebound in Q2 from the tariff-induced decline of -0.5% in Q1
- The Fed's favored inflation metric – Core PCE – ticked higher in May
- Interest rates across the yield curve were lower in the month of June

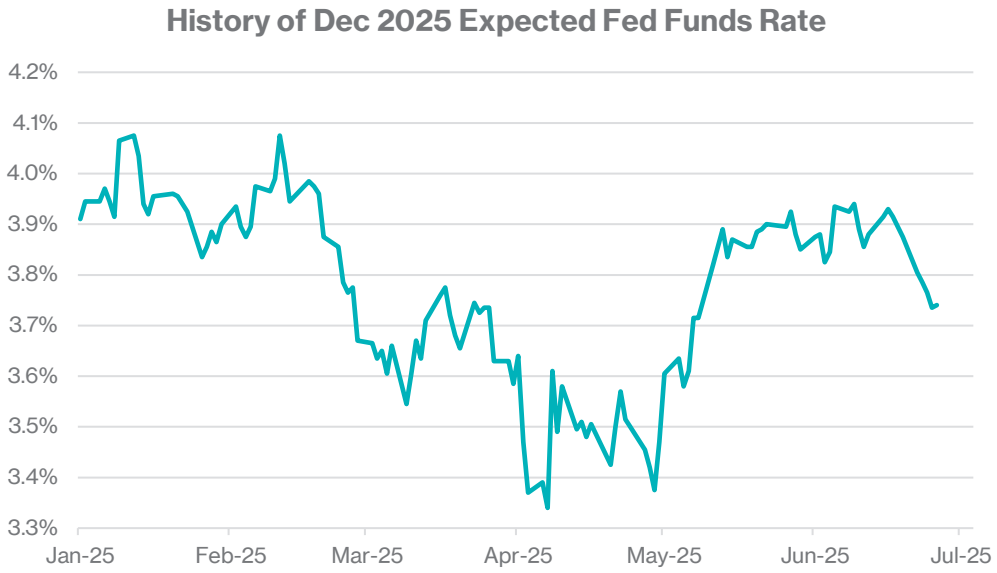
- May 2025 marks the 53rd consecutive month of job growth, the second-best streak since the 1960s.
- With this consistent job growth, average wages have been outpacing inflation (CPI) for the past two years.
- The Federal Reserve and other economists expect unemployment to increase by the end of 2025.

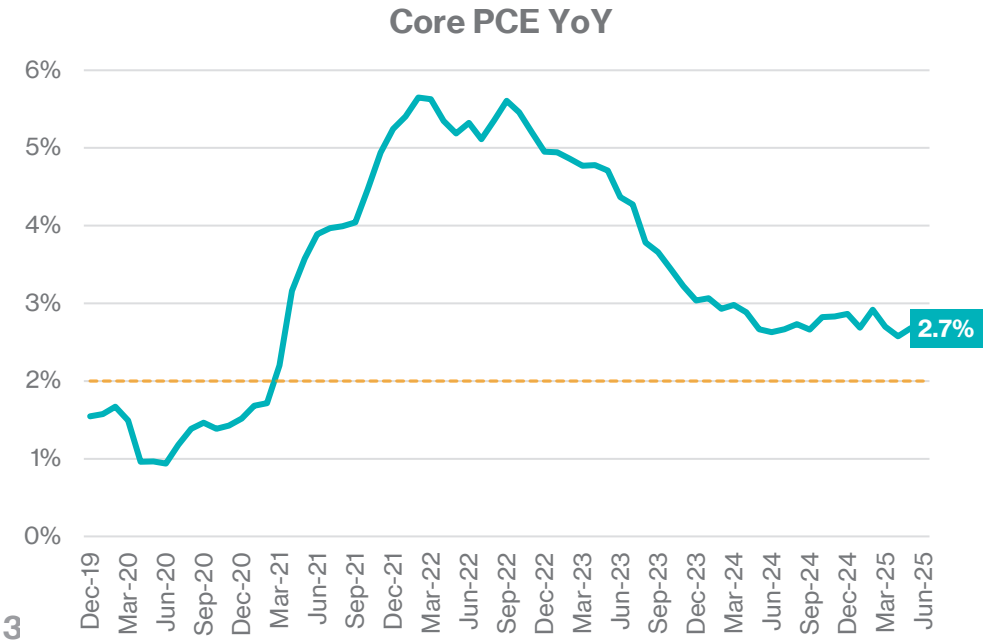


SOURCE: BLOOMBERG, BUREAU OF LABOR STATISTICS

- The Fed Funds futures market continually prices where market participants expect the Fed Funds rate to be heading.
- At the end of June, the futures market was showing about two and a half 0.25% Fed cuts by the end of 2025, with the rate ending the year at approximately 3.7%., from its current 4.3%.

SOURCES: BLOOMBERG, CME



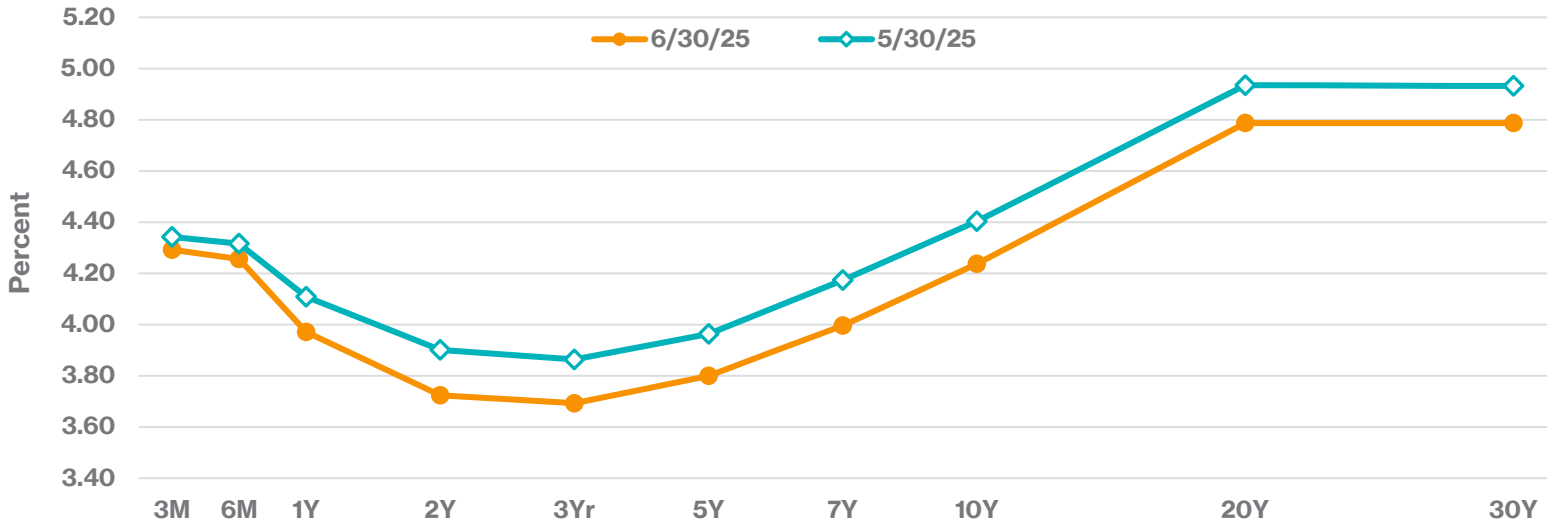


- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge.
- Core excludes food and energy components, which generally make the series less volatile.
- Core PCE YoY is currently at 2.7%, not yet at the Fed's 2% target, and moved higher last month.
- The Federal Reserve expects inflation to move higher later this year.

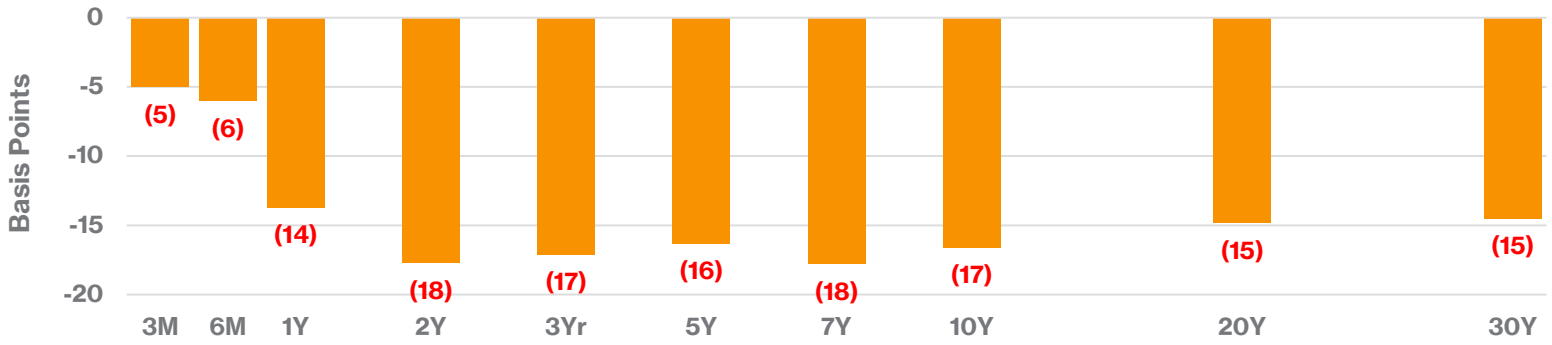
SOURCE: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

MEEDER PUBLIC FUNDS

U.S. Treasury Yield Curve Change



Basis Point Change



SOURCE: BLOOMBERG

MEEDER PUBLIC FUNDS

Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending June 30, 2025. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.

Cindy Bertolami 07.11.25

Chief Financial Officer

Marie-Eve Reyes 07.22.25

Director of Finance

MEEDER PUBLIC FUNDS

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MEEDER
PUBLIC FUNDS

Portfolio Statistics

4.26
Weighted Average Yield to Maturity

1.68
Weighted Average Maturity (Years)

1.45
Portfolio Effective Duration (Years)

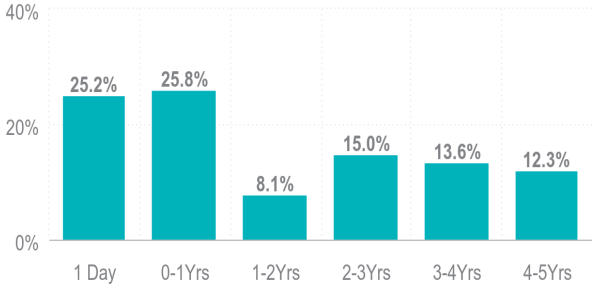
1.68
Weighted Average Life (Years)

AA
Average Credit Rating

Portfolio Position

Par Value	$336,282,476
Principal Cost	$329,893,098
Book Value	$331,917,458
Market Value	$333,112,365
Unrealized Gain/Loss	$1,194,907
Accrued Interest	$1,563,962

Maturity Distribution



Sector Allocation



U.S. Treasuries	28.15%
LGIP	23.13%
Commercial Paper	22.53%
U.S. Agencies	16.33%
Municipal Bonds	7.81%
Bank Deposits	2.05%

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary

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

Portfolio as of March 31, 2025

BEGINNING BOOK VALUE	$328,609,142.48
BEGINNING MARKET VALUE	$329,116,409.37
UNREALIZED GAIN/(LOSS)	$507,266.89
WEIGHTED AVERAGE MATURITY (YEARS)	1.61
WEIGHTED AVERAGE YIELD	4.40

Portfolio as of June 30, 2025

ENDING BOOK VALUE	$331,917,458.47
ENDING MARKET VALUE	$333,112,365.49
INVESTMENT INCOME FOR THE PERIOD	$3,626,509.32
UNREALIZED GAIN/(LOSS)	$1,194,907.02
CHANGE IN UNREALIZED GAIN/(LOSS)	$687,640.14
WEIGHTED AVERAGE MATURITY (YEARS)	1.68
WEIGHTED AVERAGE YIELD	4.26

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	03/31/2025	06/30/2025	CHANGE	INTEREST EARNED
OPERATING FUND	328,530,845.84	329,564,621.31	1,033,775.47	3,626,509.32
VENDOR FUND	585,563.53	3,547,744.18	2,962,180.65	0.00
TOTAL	**329,116,409.37**	**333,112,365.49**	**3,995,956.12**	**3,626,509.32**

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	6,831,861.11	6,831,861.11	6,831,861.11	2.05%	1	0.00
LGIP	77,035,614.75	77,035,614.75	77,035,614.75	23.13%	1	4.46
Commercial Paper	76,500,000.00	75,063,837.08	75,063,837.08	22.53%	158	4.44
U.S. Treasuries	95,000,000.00	93,783,398.68	93,029,988.47	28.15%	1,124	4.08
U.S. Agencies	54,000,000.00	54,381,415.00	53,887,171.43	16.33%	1,205	4.50
Municipal Bonds	26,915,000.00	26,016,238.87	26,068,985.63	7.81%	813	4.39
TOTAL	**336,282,475.86**	**333,112,365.49**	**331,917,458.47**	**100.00%**	**613**	**4.26**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		95,713.32	95,713.32			
TOTAL CASH AND INVESTMENTS	**336,282,475.86**	**333,208,078.81**	**332,013,171.79**		**613**	**4.26**

TOTAL EARNINGS

CURRENT QUARTER
3,626,509.32

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
OPERATING FUND						
Bank Deposits	1	3,284,116.93	3,284,116.93	0.98	0.00	1
LGIP	1	77,035,614.75	77,035,614.75	23.02	4.46	1
Commercial Paper	12	76,500,000.00	75,063,837.08	22.43	4.44	158
U.S. Treasuries	16	95,000,000.00	93,029,988.47	28.28	4.08	1,124
U.S. Agencies	10	54,000,000.00	53,887,171.43	16.40	4.50	1,204
Municipal Bonds	8	26,915,000.00	26,068,985.63	7.83	4.39	811
TOTAL	**48**	**332,734,731.68**	**328,369,714.29**	**98.93**	**4.30**	**619**
VENDOR FUND						
Bank Deposits	1	3,547,744.18	3,547,744.18	1.06	0.00	1
TOTAL	**1**	**3,547,744.18**	**3,547,744.18**	**1.07**	**0.00**	**1**
GRAND TOTAL	**49**	**336,282,475.86**	**331,917,458.47**	**100.00**	**4.26**	**613**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
OPERATING FUND												
BANK DEPOSITS												
664053257	Frost Bank Public Fund Checking Account	06/30/2025 06/30/2025	3,284,116.93	3,284,116.93 0.00	3,284,116.93	0.00		1	1.00 3,284,116.93	0.00 3,284,116.93	0.99	NA NA
BANK DEPOSITS TOTAL			**3,284,116.93**	**3,284,116.93** **0.00**	**3,284,116.93**	**0.00**		**1**	**1.00** **3,284,116.93**	**0.00** **3,284,116.93**	**0.99**	**NA**
LGIP												
TEXPRIME	TexPool Prime	06/30/2025 06/30/2025	77,035,614.75	77,035,614.75 0.00	77,035,614.75	4.46		1	1.00 77,035,614.75	0.00 77,035,614.75	23.13	AAA
LGIP TOTAL			**77,035,614.75**	**77,035,614.75** **0.00**	**77,035,614.75**	**4.46**		**1**	**1.00** **77,035,614.75**	**0.00** **77,035,614.75**	**23.13**	**AAA**
COMMERCIAL PAPER												
22533TUN4	CREDIT AGRI NY 07/22/25	10/29/2024 10/29/2024	7,500,000.00	7,256,720.83 0.00	7,256,720.83	4.51	07/22/2025	22	99.74 7,480,793.75	0.00 7,480,793.75	2.25	P-1 A-1
83369BVD5	SOCIETE GENERALE 08/13/25	12/16/2024 12/16/2024	10,000,000.00	9,706,000.00 0.00	9,706,000.00	4.53	08/13/2025	44	99.47 9,947,325.00	0.00 9,947,325.00	2.99	P-1 A-1
05571BWW9	BPCE 09/30/25	09/30/2024 09/30/2024	5,000,000.00	4,797,222.22 0.00	4,797,222.22	4.13	09/30/2025	92	98.99 4,949,444.44	0.00 4,949,444.44	1.49	P-1 A-1
83050TXN6	SKAND ENSK BANK 10/22/25	10/29/2024 10/29/2024	7,500,000.00	7,180,037.50 0.00	7,180,037.50	4.43	10/22/2025	114	98.65 7,399,006.25	0.00 7,399,006.25	2.22	P-1 A-1
8923A0XX6	TOYO CRD PUE RIC 10/31/25	02/05/2025 02/05/2025	5,000,000.00	4,833,988.89 0.00	4,833,988.89	4.59	10/31/2025	123	98.49 4,924,427.78	0.00 4,924,427.78	1.48	P-1 A-1+
8923A0YE7	TOYO CRD PUE RIC 11/14/25	02/25/2025 02/25/2025	6,500,000.00	6,284,508.75 0.00	6,284,508.75	4.71	11/14/2025	137	98.28 6,388,141.95	0.00 6,388,141.95	1.92	P-1 A-1+
62479LZ24	MUFG BANK NY 12/02/25	03/11/2025 03/11/2025	5,000,000.00	4,845,572.22 0.00	4,845,572.22	4.31	12/02/2025	155	98.21 4,910,594.44	0.00 4,910,594.44	1.47	P-1 A-1
05571BZA4	BPCE S.A. 12/10/25	12/16/2024 12/16/2024	5,000,000.00	4,783,104.17 0.00	4,783,104.17	4.50	12/10/2025	163	98.04 4,902,125.00	0.00 4,902,125.00	1.47	P-1 A-1
63873KB63	NATIXIS NY 02/06/26	05/13/2025 05/13/2025	7,500,000.00	7,259,020.83 0.00	7,259,020.83	4.44	02/06/2026	221	97.37 7,302,916.66	0.00 7,302,916.66	2.19	P-1 A-1
89119BC53	TD 03/05/26	03/11/2025 03/11/2025	2,500,000.00	2,399,031.25 0.00	2,399,031.25	4.22	03/05/2026	248	97.22 2,430,531.25	0.00 2,430,531.25	0.73	P-1 A-1
06743VDP2	BARCLAYS CPITAL 04/23/26	06/27/2025 06/27/2025	5,000,000.00	4,825,416.67 0.00	4,825,416.67	4.34	04/23/2026	297	96.55 4,827,744.45	0.00 4,827,744.45	1.45	P-2 A-1
53943HF97	LLOYDS BANK 06/09/26	06/12/2025 06/12/2025	10,000,000.00	9,578,672.22 0.00	9,578,672.22	4.37	06/09/2026	344	96.01 9,600,786.11	0.00 9,600,786.11	2.88	P-1 NA
COMMERCIAL PAPER TOTAL			**76,500,000.00**	**73,749,295.55** **0.00**	**73,749,295.55**	**4.44**		**158**	**98.14** **75,063,837.08**	**0.00** **75,063,837.08**	**22.53**	**A+**
U.S. TREASURIES												
91282CJC6	US TREASURY 4.625 10/15/26	04/29/2024 04/29/2024	5,000,000.00	4,971,645.54 0.00	4,971,645.54	4.87	10/15/2026	472	100.90 5,044,921.90	59,777.24 4,985,144.66	1.51	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
91282CJK8	US TREASURY 4.625 11/15/26	12/06/2024 12/06/2024	5,000,000.00	5,041,796.88 0.00	5,041,796.88	4.17	11/15/2026	503	100.98 5,049,023.45	19,429.60 5,029,593.85	1.52	Aa1 AA+
91282CLL3	US TREASURY 3.375 09/15/27	02/13/2025 02/13/2025	7,500,000.00	7,317,187.50 0.00	7,317,187.50	4.38	09/15/2027	807	99.31 7,448,437.50	104,525.29 7,343,912.21	2.24	Aa1 AA+
91282CGH8	US TREASURY 3.500 01/31/28	11/06/2024 11/06/2024	7,500,000.00	7,353,515.63 0.00	7,353,515.63	4.15	01/31/2028	945	99.50 7,462,500.00	79,588.27 7,382,911.73	2.24	Aa1 AA+
91282CGP0	US TREASURY 4.000 02/29/28	01/29/2025 01/29/2025	7,500,000.00	7,443,750.00 0.00	7,443,750.00	4.26	02/29/2028	974	100.75 7,556,250.00	104,856.79 7,451,393.21	2.27	Aa1 AA+
91282CGT2	US TREASURY 3.625 03/31/28	09/30/2024 09/30/2024	5,000,000.00	5,015,039.06 0.00	5,015,039.06	3.53	03/31/2028	1,005	99.83 4,991,406.25	(20,408.47) 5,011,814.72	1.50	Aa1 AA+
91282CHA2	US TREASURY 3.500 04/30/28	04/16/2025 04/16/2025	5,000,000.00	4,950,781.25 0.00	4,950,781.25	3.85	04/30/2028	1,035	99.46 4,973,046.90	18,895.72 4,954,151.18	1.49	Aa1 AA+
91282CHA2	US TREASURY 3.500 04/30/28	02/13/2025 02/13/2025	7,500,000.00	7,297,851.56 0.00	7,297,851.56	4.41	04/30/2028	1,035	99.46 7,459,570.35	137,916.33 7,321,654.02	2.24	Aa1 AA+
91282CCY5	US TREASURY 1.250 09/30/28	09/17/2024 09/17/2024	5,400,000.00	4,959,140.63 0.00	4,959,140.63	3.43	09/30/2028	1,188	92.52 4,996,265.65	(48,713.95) 5,044,979.60	1.50	Aa1 AA+
91282CDF5	US TREASURY 1.375 10/31/28	10/29/2024 10/29/2024	7,100,000.00	6,392,496.09 0.00	6,392,496.09	4.10	10/31/2028	1,219	92.72 6,583,031.25	72,053.64 6,510,977.61	1.98	Aa1 AA+
91282CJW2	US TREASURY 4.000 01/31/29	11/06/2024 11/06/2024	7,500,000.00	7,450,488.28 0.00	7,450,488.28	4.17	01/31/2029	1,311	100.91 7,568,554.73	110,481.27 7,458,073.46	2.27	Aa1 AA+
91282CEE7	US TREASURY 2.375 03/31/29	09/30/2024 09/30/2024	5,000,000.00	4,754,687.50 0.00	4,754,687.50	3.56	03/31/2029	1,370	95.29 4,764,453.15	(31,144.65) 4,795,597.80	1.43	Aa1 AA+
91282CLC3	US TREASURY 4.000 07/31/29	06/11/2025 06/11/2025	5,000,000.00	4,992,187.50 72,375.69	5,064,563.19	4.04	07/31/2029	1,492	100.95 5,047,265.65	54,974.74 4,992,290.91	1.52	Aa1 AA+
91282CFJ5	US TREASURY 3.125 08/31/29	09/11/2024 09/11/2024	5,000,000.00	4,924,609.38 0.00	4,924,609.38	3.46	08/31/2029	1,523	97.60 4,880,078.15	(56,701.73) 4,936,779.88	1.46	Aa1 AA+
91282CFY2	US TREASURY 3.875 11/30/29	12/13/2024 12/13/2024	5,000,000.00	4,933,984.38 0.00	4,933,984.38	4.17	11/30/2029	1,614	100.45 5,022,656.25	81,389.40 4,941,266.85	1.51	Aa1 AA+
91282CGZ8	US TREASURY 3.500 04/30/30	05/13/2025 05/13/2025	5,000,000.00	4,865,820.31 6,182.07	4,872,002.38	4.10	04/30/2030	1,765	98.72 4,935,937.50	66,490.71 4,869,446.79	1.48	Aa1 AA+
U.S. TREASURIES TOTAL			**95,000,000.00**	**92,664,981.49 78,557.76**	**92,743,539.25**	**4.08**		**1,124**	**98.79 93,783,398.68**	**753,410.21 93,029,988.47**	**28.15**	**AA+**
U.S. AGENCIES												
3130B0E39	FHLBANKS 4.600 02/27/26	03/12/2024 03/12/2024	2,500,000.00	2,503,434.17 0.00	2,503,434.17	4.53	02/27/2026	242	100.18 2,504,550.00	3,395.70 2,501,154.30	0.75	Aa1 AA+
3133ERCU3	FED FARM CR BNKS 4.750 01/29/27	04/29/2024 04/29/2024	5,000,000.00	4,990,150.00 0.00	4,990,150.00	4.83	01/29/2027	578	101.23 5,061,500.00	67,155.17 4,994,344.83	1.52	Aa1 AA+
3130AVBC5	FHLBANKS 4.500 03/12/27	04/29/2024 04/29/2024	5,000,000.00	4,954,410.00 0.00	4,954,410.00	4.84	03/12/2027	620	101.12 5,055,850.00	82,803.40 4,973,046.60	1.52	Aa1 AA+
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	03/28/2024 03/28/2024	4,000,000.00	4,007,089.92 0.00	4,007,089.92	4.44	03/26/2027	634	101.03 4,041,080.00	36,973.94 4,004,106.06	1.21	Aa1 AA+
3130ATUS4	FHLBANKS 4.250 12/10/27	12/06/2024 12/06/2024	5,000,000.00	5,017,505.00 0.00	5,017,505.00	4.13	12/10/2027	893	101.10 5,055,150.00	40,942.12 5,014,207.88	1.52	Aa1 AA+
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	05/06/2024 05/06/2024	4,000,000.00	4,019,156.00 0.00	4,019,156.00	4.64	04/30/2029	1,400	103.15 4,126,160.00	111,435.14 4,014,724.86	1.24	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3133ETKC0	FED FARM CR BNKS 4.730 06/04/29 '25	06/20/2025 06/20/2025	7,500,000.00	7,499,250.00 15,766.67	7,515,016.67	4.73	06/04/2029	1,435	99.94 7,495,500.00	(3,755.71) 7,499,255.71	2.25	Aa1 AA+
3133ERYH8	FED FARM CR BNKS 3.875 10/23/29	10/29/2024 10/29/2024	8,500,000.00	8,415,935.00 0.00	8,415,935.00	4.10	10/23/2029	1,576	100.11 8,508,925.00	81,673.56 8,427,251.44	2.55	Aa1 AA+
3133ER7L9	FED FARM CR BNKS 4.000 03/18/30	03/18/2025 03/18/2025	7,500,000.00	7,457,100.00 0.00	7,457,100.00	4.13	03/18/2030	1,722	100.56 7,541,700.00	82,133.13 7,459,566.87	2.26	Aa1 AA+
3134HBQX2	FREDDIE MAC 5.000 05/13/30 '25 MTN	05/15/2025 05/15/2025	5,000,000.00	4,999,500.00 1,388.89	5,000,888.89	5.00	05/13/2030	1,778	99.82 4,991,000.00	(8,512.88) 4,999,512.88	1.50	Aa1 AA+
U.S. AGENCIES TOTAL			**54,000,000.00**	**53,863,530.09 17,155.56**	**53,880,685.65**	**4.50**		**1,205**	**100.71 54,381,415.00**	**494,243.57 53,887,171.43**	**16.33**	**AA+**
MUNICIPAL BONDS												
762315RP6	RHODE ISLAND ST STUDENT LN 2.530 12/01/25	06/05/2023 06/07/2023	2,300,000.00	2,146,406.00 0.00	2,146,406.00	5.43	12/01/2025	154	99.13 2,280,045.20	5,955.90 2,274,089.30	0.68	NA AAA
89439YCV9	TRAVIS CNTY TEX HEALTHCARE 5.023 03/01/26	08/08/2023 08/08/2023	1,455,000.00	1,455,000.00 0.00	1,455,000.00	5.02	03/01/2026	244	100.56 1,463,085.44	8,085.44 1,455,000.00	0.44	Aa2 NA
88283LHT6	TEXAS TRANSN COM-MN ST HWY F 5.028 04/01/26	10/16/2023 10/16/2023	975,000.00	968,584.50 0.00	968,584.50	5.32	04/01/2026	275	100.54 980,226.98	7,186.63 973,040.35	0.29	Aaa AAA
678713GM4	OKLAHOMA CNTY OKLA INDPT SC 4.625 05/01/26	04/25/2023 05/25/2023	3,755,000.00	3,767,616.80 0.00	3,767,616.80	4.48	05/01/2026	305	100.14 3,760,429.73	1,844.57 3,758,585.16	1.13	NA A+
454624U62	INDIANA BD BK REV 5.490 07/15/26	08/17/2023 08/17/2023	2,680,000.00	2,693,185.60 0.00	2,693,185.60	5.30	07/15/2026	380	100.50 2,693,322.28	8,615.62 2,684,706.66	0.81	NA AA+
88213AKF1	BOARD OF REGENTS TEXAS A & 2.986 05/15/28 '27	08/14/2024 08/14/2024	5,250,000.00	5,083,732.50 0.00	5,083,732.50	3.90	05/15/2028	1,050	97.18 5,102,144.25	(20,545.82) 5,122,690.07	1.53	Aaa AAA
250433UC1	DESERT SANDS CALIF UNI SCH 2.202 08/01/28	08/14/2024 08/14/2024	5,000,000.00	4,694,400.00 0.00	4,694,400.00	3.88	08/01/2028	1,128	94.66 4,732,755.00	(29,391.96) 4,762,146.96	1.42	Aa2 AA
625517NJ2	MULTNOMAH CNTY ORE SCH DIST 1.650 06/30/29	08/19/2024 08/19/2024	5,500,000.00	4,938,890.00 0.00	4,938,890.00	3.98	06/30/2029	1,461	90.99 5,004,230.00	(34,497.14) 5,038,727.14	1.50	Aa2 AA
MUNICIPAL BONDS TOTAL			**26,915,000.00**	**25,747,815.40 0.00**	**25,747,815.40**	**4.39**		**813**	**96.79 26,016,238.87**	**(52,746.76) 26,068,985.63**	**7.81**	**AA**
OPERATING FUND TOTAL			**332,734,731.68**	**326,345,354.21 95,713.32**	**326,441,067.53**	**4.30**		**619**	**329,564,621.31**	**1,194,907.02 328,369,714.29**	**98.93**	**AA**
VENDOR FUND												
BANK DEPOSITS												
664053249	Frost Bank Public Fund Checking Account	06/30/2025 06/30/2025	3,547,744.18	3,547,744.18 0.00	3,547,744.18	0.00		1	1.00 3,547,744.18	0.00 3,547,744.18	1.07	NA NA

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
BANK DEPOSITS TOTAL			3,547,744.18	3,547,744.18 0.00	3,547,744.18	0.00		1	1.00 3,547,744.18	0.00 3,547,744.18	1.07	NA
VENDOR FUND TOTAL			3,547,744.18	3,547,744.18 0.00	3,547,744.18	0.00		1	3,547,744.18	0.00 3,547,744.18	1.07	NA
GRAND TOTAL			336,282,475.86	329,893,098.39 95,713.32	329,988,811.71	4.26		613	333,112,365.49	1,194,907.02 331,917,458.47	100.00	AA

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

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

Approve a Master Service Agreement and Service Order No. 1 with The Acceleration Agency for expansion of OPTICS, 3D Active Digital Twin, in the amount of $1,200,000.

SUMMARY: Staff is seeking Commission approval of a Master Service Agreement and Service Order No. 1 with The Acceleration Agency for the expansion of OPTICS, the Port's 3D Active Digital Twin, in the amount of $1,200,000**.** This will utilize an award from the Port Security Grant Program (PSGP) of $900,000 (75%), with a PCCA share of $300,000 (25%). This item is included in PCCA's approved 2025 Annual Budget. Due to the nature of the software development this will be a sole source purchase.

BACKGROUND: In August of 2023, the Port Commission approved the contract for the development of a digital twin, which was funded in part through a 2021 Port Security Grant. The original contract went through the public solicitation process for vendor selection. Through this solicitation, The Acceleration Agency was selected, and subsequently built OPTICS, the Port's 3D active digital twin. This initial build integrated data from GIS, police dispatch software, and live vessel tracking. In 2024, PCCA was awarded another Port Security Grant to expand OPTICS.

With OPTICS operational, PCCA PD can view incidents in and around the Port through this single point of access, eliminating complexity and inefficiency of trying to assimilate independent, single-stream data sources in real time.

This expansion will further integrate disparate systems yielding faster assessments of various situations. This expansion will bring to OPTICS, further GIS integration, live security camera feeds, and Port vehicle data (e.g. location, type, etc.). Subsequent expansions will integrate additional real estate and asset feature information to leverage OPTICS for asset management, operational, and commercial decisions.

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

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

EMERGENCY: Time-sensitive; per the grant agreement, the vendor must have the Statement of Work complete and functional by August 31, 2027.

FINANCIAL IMPACT: Delivery of grant funds is on a reimbursement basis, necessitating temporary capital outlay of full project costs by PCCA. SO1 total project cost will not exceed $1.2M. Broken down by a 75% match ($900K of the cost will be reimbursed by FEMA Non-disaster PSGP) and 25% ($300,000 in financial exposure to PCCA for this contract). This amount was included in PCCA's approved 2025 Annual Budget and will be included in the 2026 budget.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve the Master Service Agreement and Service Order No.1 with The Acceleration Agency for the expansion of OPTICS, the Port's 3D Active Digital Twin in the amount of $1,200,000 utilizing an award from the Port Security Grant Program of $900,000 (75%) with a PCCA share of $300,000 (25%).

DEPARTMENTAL CLEARANCES:

Originating Department	IT
Reviewed & Approved	Leslie Ruta Brooks Lobingier II
Legal Reviewed by	Dane Bruun
Executive Staff	Jeffrey Pollack

LIST OF SUPPORTING DOCUMENTS:

Master Service Agreement
Service Order #1
Sole Source Affidavit
Sole Source Justification Form

Port Security Grant 2024
OPTICS - 3D Active Digital Twin

August 19, 2025

Port of Corpus Christi Commission

Darrell Keach | Business Systems Manager - IT

Presented by PORT CORPUS CHRISTI®



Digital Twin Roadmap

Initial Build

(Completed August 2024)

Port in 3D
Port PD Vehicles & Vessels
Commercial Vessels
NOAA Weather Stations

OPTICS

OVERALL PORT TACTICAL INFORMATION COMPUTER SYSTEM

Expansion #1

(August 2025)

Milestone (Security Cameras)
GeoPort (Esri-GIS)

- Property Lines
- City & County Limits
- Pipelines
- Utilities
- Assets

Samsara (Vehicle Telemetry)

Future

Vehicular Traffic
Air Traffic
Channel Markers
Electrical Outages
Road Closures
Replays
Simulations
Bathymetric Data
VXP
(Vessel Crossing Prediction)

PORT CORPUS CHRISTI®

Recommendation

Staff recommends award to The Acceleration Agency

- $1,200,000 - Port Security Grant Program (PSGP)
  - Grant award of $900,000 (75%) - FEMA
  - PCCA share $300,000 (25%) – Budgeted

Conforms to Strategic Plan 2026 Strategic Goal 6

Cultivate the Workforce + Tools of the Future

PORT CORPUS CHRISTI

Sole Source Justification Form

This Sole Source Justification Form shall contain written sufficient facts and rationale to justify the need for some feature or characteristic (specification) that is unique to the requested product or service that cannot be provided by any other vendor's product or service. (Refer to Article 10 of the Procurement Manual.)

Requisition No.: _____ Requesting Department: IT

Explain the need for the unique requirements of the requested product(s) or service(s):

PCCA is enhancing a software product, OPTICS, built by The Acceleration Agency (TAA). The project requires a vendor with the proper skill set, and knowledge to execute the software enhancement.

Explain what makes the requested product(s) or service(s) unique:

TAA has unique and proprietary knowledge of this software product that no other vendor possesses as the software is built on technology built by TAA.

Explain why a competitor's product(s) or service(s) are not satisfactory:

No other vendor has the knowledge of the software as it is based on TAA's propriety technology.

If the sole source is approved, will it obligate the Port of Corpus Christi Authority to purchase similar goods or services from a particular vendor/manufacturer in the future?
Yes ■ No ☐

Attach additional information/justification if needed.

Name of Requestor: Darrell Keach Title: Business Systems Manager

Signature: _____

Date: Darrell Keach Digitally signed by Darrell Keach
Date: 2025.08.01 09:38:40 -05'00'

Sole Source Affidavit

A sole source purchase can be made by the Port of Corpus Christi Authority without going through the competitive procurement process when there are no other goods or services available in the marketplace that will have the same fit, form, and/or function of the items being purchased.

To comply with the statutory (Texas Water Code Section 60.412) sole source exemption, the procured good(s) or service(s) must be items that can be obtained only from one source. Examples of sole source purchases include:

(a) Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or natural monopolies;

(b) Films, manuscripts, or books;

(c) Public utility services; and

(d) Captive replacement parts or components for equipment.

I have carefully reviewed the provisions of Texas Water Code Section 60.412 (7) and hereby certify that we comply with the aforementioned Code for the procurement of:

- Having carefully reviewed the provisions of Texas Water Code Section 60.412. I hereby certify that the procurement of the OPTICS (Overall Port Tactical Information Computer System) from The Acceleration Agency, LLC, complies with the sole source exemption.
- Pursuant to Texas Water Code Section 60.412, a sole source purchase is permissible for items where competition is precluded due to the existence of patents, copyrights, secret processes, or natural monopolies.
- The OPTICS system is a unique digital twin software developed for the Port by The Acceleration Agency, LLC. Its core design, algorithms, and real-time capabilities are based on the company's proprietary and secret processes.
- This specialized software is critical to the Port's operational effectiveness. Because OPTICS is built upon these exclusive and secret processes, The Acceleration Agency, LLC is the only vendor that can provide, develop, and maintain this system.
- No other product or service from another vendor has the same fit, form, or function. Competition is therefore precluded because the system is proprietary and involves protected trade secrets.
- For the reasons stated, the OPTICS system is obtainable only from this single source, The Acceleration Agency, LLC, and this procurement qualifies for the sole source exemption under Texas Water Code Section 60.412.

Business Name: The Acceleration Agency, LLC

Address: 2005 E Cesar Chavez Street

City: Austin State: TX Zip Code: 78702

Telephone No.: 512.785.4146 Fax No.:

Website: https://taa.io/ E-Mail Address: rodney@taa.io

Printed Name: Rodney White Title: President

Authorized Signature:

SERVICE ORDER NO. 1
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICE AGREEMENT NO. 25-01-C

PROJECT NAME: ***OPTICS Expansion #1***
PROJECT NO. ***25802A***
SERVICE ORDER NO. 1
COMMENCEMENT DATE ***August 19, 2025***

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**Authority**"), and The Acceleration Agency, LLC ("**Consultant**"). Authority and Consultant agree that all services authorized by this Service Order shall be subject to the terms and conditions of Authority's Master Service Agreement No. 25-01-C between Authority and Consultant, 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.

1. Description of Project:

Expansion #1 for OPTICS Digital Twin includes a series of new features and enhancements to existing features. This SO also accounts for "back-end" upgrades.

2. Services of Consultant (Scope of Work)

a. Infrastructure / Platform Upgrades: $200,000

i. Platform Upgrades: Upgrade to the most current stable release versions of Unity and ArcGIS to take advantage of new features, bug fixes, and security.

1. **Unity Version Upgrade:** This upgrade will support an improved method to add new buildings and vessels to OPTICS as well as improve stability for the mobile version.

2. **ArcGIS Version upgrade:** Upgrade of the ArcGIS Maps SDK for Unity to the most current stable version. This will increase the stability of the mobile version as well as potentially improve support for coastline / water surface rendering. May also upgrade other ArcGIS components in the process.

ii. Administration Site Upgrade: Upgrade Admin Site to a new, more scalable backend platform. This will better facilitate content maintenance, authentication / user roles, and adding new features.

iii. AIS Data and Receiver Upgrade R&D:

1. **Software / Data:** Research into ingestion, collation and cleanup of multiple AIS data feeds (local, satellite, etc.) into single source of truth for OPTICS with a Proof of Concept example of vessel movement using this data.

2. **Hardware:** Research installation of new AIS receivers, repair /upgrade of existing receivers including selection of vendor for installations. This will be based on the above Proof of Concept work.

b. Milestone (Security Cameras): $300,000

i. Incorporate Authority's video camera system (currently Milestone) into OPTICS to display video in real time within OPTICS.

ii. It is desired that the rights and roles from Milestone are respected in OPTICS. However, should the integration method not support this functionality, there shall be a mechanism with Optics to control view access at the individual camera level.

iii. OPTICS will not have the ability to control a camera's functions, including but not limited to, pan, tilt, or zoom. Camera control will reside within Milestone. OPTICS will merely display the camera feed as delivered from Milestone.

c. Samsara (Port Vehicle Telemetry): $250,000

i. The display of assets based on data provided by the Samsara system. This may include port vehicles and other equipment such as trailers, light towers, and pumps as determined by Authority.

ii. Key data points from Samsara:

1. Location
2. Speed
3. Direction of travel
4. Type of vehicle or equipment

iii. The following is not an exhaustive nor complete list but is given to provide an idea of the potential data to be integrated and displayed. The asset types are:

1. Vehicles (cars & light trucks)
2. Trailers
3. Tractors with mower decks
4. Lawnmowers (riding)
5. Port owned boats without AIS (Pontoon style, Caroline Skiff DLV 2023)
6. Backhoes
7. Light / remote camera tower
8. Forklifts
9. Dump, box, and water trucks
10. UTVs

iv. The Samsara assets will require integration into the filter system. Some assets will be secured from view for some individuals with access to OPTICS.

d. GeoPort (Authority's Esri Enterprise System): $225,000

i. Datasets from GeoPort shall be displayed in OPTICS as determined by Authority.

ii. Below are examples / potential data sets (although this is not a complete list). Consultant and Authority will work together to make a final selection of data sets based on level of effort and priority of importance. A range of 2 - 5 datasets will be configured.

1. Property Lines
2. Asset Management "Zones"
3. City & County Lines
4. Pipelines
5. Utilities such as water, fiber, stormwater

e. Incident Info Card: $100,000

i. Modify the existing info card for incidents to display additional items from PTS such in the call notes. Subject to the data provided by PTS (CAD system). Also adding Samsara location information to Incident Radius

f. Facility 3D Builds: $125,000

i. Various high-resolution facility renders are to be added or updated as determined by Authority.

1. South Side Marine Center
2. Make the "new bridge" a permanent structure, while moving the "old bridge" to a selectable display.
3. Update / Create 3 – 8 Facilities: primarily to update docks to be custom models (versus copies) so that they are connected properly to shorelines
4. Update / Create 2 – 5 Vessels

3. Service Order Schedule

a. Timeline / Milestones:

i. Monthly Deliverables with Bi-Monthly Reviews

ii. M1: Sept 4 2025: Kickoff & Requirements Review

iii. M2: Oct 2 2025: Platform Upgrades

iv. M3: Nov 6 2025: Admin Upgrade & Systems Integration Tests (GeoPort, Samsara, Milestone)

v. M4: Dec 11 2025: Building Layer Updates

vi. M5: Jan 22 2026: GeoPort Integration & Vessel Updates

vii. M6: Feb 12 2026: Samsara Integration & AIS Proof of Concept

viii. M7: Mar 19 2026: ALPHA. Milestone Camera Integration & Incident Info Card Updates

ix. M8: Apr 16 2026: BETA. Production Testing, Polish, Optimizations, and Bug Fixing

x. M9: May 2026: Production Testing, Polish, Optimizations, and Bug Fixing

xi. M10: May 2026: Production Testing, Polish, Optimizations, and Bug Fixing

xii. M11: June 2026 Production Testing, Polish, Optimizations, and Bug Fixing

xiii. M12: Aug 2026: Final Delivery

4. Method of Compensation

a. Payment schedule:

i. GRAND TOTAL: $1,200,000

ii. Aug. 2025 Contract Start: $200,000

iii. Oct. 2025: M2 Payment: $100,000

iv. Nov 2025: M3 Payment: $90,000

v. Dec. 2025: M4 Payment: $90,000

vi. Jan. 2026: M05 Payment: $90,000

vii. Feb. 2026: M06 Payment: $90,000

viii. Mar. 2026: M07 Payment: $90,000

ix. Apr. 2026: M08 Payment: $90,000

x. May. 2026: M10 Payment: $90,000

xi. Jun. 2026: M11 Payment: $90,000

xii. Aug. 2026: M12 Payment: $180,000

5. Designated Project Managers

Consultant's Project Manager**:**

Starr Long
Executive Producer
Email: starr.long@taa.io
Phone: (512) 917-1221

Authority's Project Manager:

Darrell Keach
Business Systems Manager
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
Phone: (361) 885-6212
Email: dkeach@pocca.com

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

7. Other Modifications to the Agreement or the Exhibits to the Agreement: None

8. Exhibits or Attachments to this Service Order: None

9. Documents (other than the Agreement) Incorporated by Reference: None

10. Terms and Conditions

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

[Signature page follows this page.]

IN WITNESS WHEREOF, the parties have caused this Service Order No. 1 to be executed by their authorized representative.

THE ACCELERATION AGENCY, LLC	PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
By: rodney white (Aug 7, 2025 11:23:19 CDT)	By:
Name: Rodney White	Name: Kent A. Britton
Title: President	Title: Chief Executive Officer
Date: 08/07/2025	Date:

TAA_MSA_25-01-C_Service_Order_1

Final Audit Report 2025-08-07

Created:	2025-08-07
By:	Darrell Keach (dkeach@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAohBCzbjyKvg1ZVLaoOO-kg-UCgG8b_0z

"TAA_MSA_25-01-C_Service_Order_1" History

Document created by Darrell Keach (dkeach@pocca.com)
2025-08-07 - 3:37:45 PM GMT- IP address: 64.183.208.115

Document emailed to rodney white (rodney@theacceleratIonagency.com) for signature
2025-08-07 - 3:38:19 PM GMT

Email viewed by rodney white (rodney@theacceleratIonagency.com)
2025-08-07 - 4:22:17 PM GMT- IP address: 66.249.80.100

Document e-signed by rodney white (rodney@theacceleratIonagency.com)
Signature Date: 2025-08-07 - 4:23:19 PM GMT - Time Source: server- IP address: 136.62.37.247

Agreement completed.
2025-08-07 - 4:23:19 PM GMT

MASTER SERVICE AGREEMENT NO. 25-01-C

BETWEEN

ACCELERATION AGENCY, LLC,
AND
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

THIS MASTER SERVICE AGREEMENT ("Agreement") is made effective as of the 19th day of August 2025 ("Effective Date") by and between The Acceleration Agency, LLC ("Consultant"), and the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), each of the aforementioned being referred to individually as a "Party" or collectively as the "Parties".

RECITALS

(a) This Agreement is for the provision of specified consulting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by Authority in accordance with the terms of this Agreement. Each project will be documented by a Service Order.

(b) Consultant represents that it has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement.

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

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

ARTICLE 1 TERM OF AGREEMENT

1.01 **Initial Term:** The initial term of this Agreement shall begin on the Effective Date and shall expire three (3) years after that date unless renewed or terminated in accordance with the terms of the Agreement.

1.02 **Renewal Option:** Authority has the option to renew the term of this Agreement 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.

1.03 **Completion of Work in Progress:** Authority has the option to extend the Initial Term, the First Renewal Term, or the Second Renewal Term, as necessary for Consultant to complete work on any Service Order approved by Authority prior to the expiration of the Agreement.

ARTICLE 2 AUTHORIZED CONTRACT SUM

2.01 **Contract Sum:** The overall maximum value of this Agreement is indefinite and

subject to Port Commission approval of each Service Order for the consulting services contemplated by this Agreement. The cost of each specifically authorized project will be established in one or more Service Orders issued by Authority. Costs shall not be increased except by written change order to a previously issued Service Order executed by Authority and Consultant.

2.02 **No Minimum Amount of Work:** It is expressly understood that Authority is under no obligation to request any services from Consultant and no minimum amount of work is required under this Agreement. All service requests will be made by Authority on an as-needed basis, subject to future agreement on the scope of the work and its cost.

ARTICLE 3 SCOPE OF WORK—SPECIFIC SERVICE ORDER PROJECTS

3.01 **In General:** The Consultant agrees to provide consulting services on a per-project basis as requested by Authority in accordance with the terms of this Agreement. The Consultant shall furnish all materials and perform all work as described in each Service Order. The general format of a Service Order is shown in **Exhibit A** to this Agreement. This Agreement shall be referred to in any Service Order issued pursuant hereto as "Master Service Agreement No. 25-01-C."

3.02 **Service Order Scope:** The specific scope of work for each Service Order shall be determined in advance and in writing between Authority and Consultant. Each Service Order will indicate the specific services to be performed, deliverables to be provided, schedule and specific compensation terms. Consultant shall complete the work within the number of days specified in each Service Order executed by the Parties, subject to extensions of time approved by Authority through written Change Order. The time set forth for completion of the work for each Service Order is an essential element of each Service Order.

3.03 **Federal Contract Clauses:** In addition to the terms and conditions set forth herein and in each Service Order, Consultant will perform all services in accordance with the federal grant requirements and certifications attached as **Exhibit B** to this Agreement.

3.04 **Designated Project Managers:** Contemporaneously with the execution of each Service Order, Consultant and Authority will each designate a specific individual to act on its behalf as Project Manager with respect to the services to be performed or furnished by Consultant and the responsibilities of Authority under such Service Order. The Project Managers for each Service Order will have authority to transmit instructions, receive information, and render decisions relative to the Service Order on behalf of the Party appointing the Project Manager. Either Party may change that Party's designated Project Manager by giving the other Party written notice of the change as provided in Article 10.

ARTICLE 4 CONSULTANT'S GENERAL RESPONSIBILITIES

4.01 **Project Management:** Consultant shall manage the work on any project authorized pursuant to this Agreement. 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. Consultant has and hereby retains full control of any

supervision over Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing services hereunder.

4.02 **Standard of Care:** 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. As of the Effective Date and at all times while providing services hereunder, Consultant shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the services.

4.03 **Compliance with Laws:** Consultant will comply with all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of services.

4.04 **No Inconsistent Obligations:** 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.

4.05 **No Third-Party Infringement:** In performing the services, Consultant will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will Consultant disclose to Authority, or bring onto Authority's premises, or induce Authority to use any third party's confidential or proprietary information.

4.06 **No Authority to Bind:** 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.

4.07 **Independent Contractor:** Consultant is an independent contractor for the performance of its duties under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes including federal, state and local taxes arising out of Consultant's activities in accordance with this Agreement. 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.

4.08 **No Joint Venture:** Consultant will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the term of this Agreement. 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 Authority in writing.

ARTICLE 5 INVOICE PROCEDURE AND PAYMENTS

5.01 Consultant shall submit invoices monthly to Authority for work performed during the preceding calendar month pursuant to each Service Order. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the services actually performed during the billing period, invoiced in

accordance with the fee schedule included in each applicable Service Order. Invoices shall also describe any reimbursable costs. Consultant will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At 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.

ARTICLE 6 INSURANCE

6.01 Consultant shall procure and maintain at its sole expense, for as long as Consultant performs service under this Agreement, 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 Agreement, 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 Agreement, Consultant will provide to Authority's Risk Department 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 Agreement and work under this Agreement will not commence until certificates of insurance have been received, reviewed, and accepted by Authority.

ARTICLE 7 INDEMNIFICATION; RELEASE; LIMITATION OF LIABILITY

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

7.02 Consultant's indemnity obligations under this Article 7 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' compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Consultant under this Article 7 shall survive this Agreement.

7.03 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.

ARTICLE 8 SUSPENSION OR TERMINATION

8.01 Authority may suspend or terminate this Agreement and any or all Service Orders for convenience with thirty (30) days prior written notice to Consultant of such action. Upon termination of this Agreement 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 one or more outstanding Service Orders. **Under no circumstances may Consultant claim or recover consequential damages from Authority.**

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

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

ARTICLE 9 DISPUTES

9.01 Each Party agrees that any dispute between the Parties relating to this Agreement will first be submitted in writing to a panel of two senior executives of the 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.

9.02 If the Parties refer to mediation any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of the mediator. 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.

ARTICLE 10 NOTICES

10.01 All notices, demands or requests from Consultant to Authority shall be given to Authority, Attention: Chief Executive Officer, 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401, or such other address as Authority shall specify in writing.

10.02 All payments, notices, demands or requests from Authority to Consultant shall be given to Consultant, Attention: Pamela White (invoices@taa.io), 2005 East Cesar Chavez Street, Austin, TX, or at such other address as Consultant shall specify in writing.

10.03 Notices required to be given to either Party may be given by certified first-class mail or by overnight delivery to the appropriate Party at its address listed above. Notice may also be given by personal service. Any notice given by mail shall be deemed to have been given three (3) days after such notice was deposited in the United States mail, certified and postage prepaid, addressed to the Party to be served. In all other cases, notice will be considered delivered when received at the address stated for the addressee's receipt of notice. Either Party may change the address for notice by giving the other Party written notice as provided in this paragraph.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.01 **Confidentiality:** It is understood that information developed by or communicated to Consultant in the performance of this Agreement, 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 Agreement, except as approved in writing by the Authority's Project Manager 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.

11.02 **Successors and Assigns:** Authority and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the services of Consultant, and Consultant's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Authority.

11.03 **Subcontracting:** Consultant agrees not to subcontract any part of any Service Order without the prior written consent of Authority. If subcontracting is permitted, Consultant must identify the subcontractor(s) to Authority prior to any subcontractor beginning work.

11.04 **Loss of Funding:** Performance by Authority under this Agreement and each Service Order may be dependent upon appropriation of funds by the Port Commission. If the Port

Commission fails to appropriate the necessary funds, then Authority shall issue written notice to Consultant and Authority may terminate this Agreement and any Service Order without further duty or obligation hereunder. Consultant acknowledges that appropriation of funds is beyond the control of Authority.

11.05 **Open Records:** Authority is a political subdivision of the state of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, Chapters 551 and 552), and as such, Authority may be required to disclose to the public (upon request) this Agreement, the Service Orders issued hereunder, and certain other information and documents relating to the services contemplated hereby. In this regard, Consultant agrees that the disclosure of this Agreement, the Service Orders issued hereunder, or any other information or materials related to the services contemplated hereby, to the public by Authority as required by the Texas Open Meetings Act, the Texas Public Information Act, or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability, or action by Consultant.

11.06 **Captions:** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

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

11.08 **Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

11.09 **Governing Law and Venue:** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. The Parties agree that venue of all claims and lawsuits arising out of this Agreement shall lie in Nueces County, Texas.

11.10 **Entire Agreement:** This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

11.11 **Certificate of Interested Parties:** 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 and notarized form to Authority at the time Consultant submits the signed Agreement to

Authority. A separate Form 1295 may be required for subsequent Service Orders, as required by the referenced code and rules issued thereunder.

11.12 **Texas Government Code, Section 2271.002:** In accordance with Chapter 2271, Texas Government Code, and subject to applicable law if this contract is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity, Consultant hereby represents that Consultant does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

11.13 **Attorneys' Fees; Default:** In the event Consultant or Authority breach any of the terms of this Agreement and a Party pursues legal actions to protect or enforce its rights hereunder and prevails, then the non-prevailing Party agrees to pay reasonable attorneys' fees and costs incurred by the prevailing Party.

11.14. **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 Agreement will remain the Authority's property upon completion. This provision does not apply to pre-existing proprietary information or Intellectual Property of Consultant, subconsultants, and/or suppliers.

11.15 **Counterparts:** This Agreement may be executed in duplicate counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

[Signature Page Follows This Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative.

By: rodney white (Aug 7, 2025 11:23:42 CDT)

Name: Rodney White

Title: President

Date: 08/07/2025

By: _____

Name: Kent A. Britton

Title: Chief Executive Officer

Date: _____

EXHIBIT A
TO MASTER SERVICE AGREEMENT NO. 25-01-C

FORM OF SERVICE ORDER

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICE AGREEMENT NO. 25-01-C

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

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**Authority**"), and The Acceleration Agency, LLC ("**Consultant**"). Authority and Consultant agree that all services authorized by this Service Order shall be subject to the terms and conditions of Authority's Master Service Agreement No. 25-01-C between Authority and Consultant, 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.

1. Description of Project:

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

2. Services of Consultant (Scope of Work)

3. Service Order Schedule

4. Method of Compensation

5. Designated Project Managers

Consultant's Project Manager**:**

Authority's Project Manager:

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

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

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

8. Exhibits or Attachments to this Service Order:

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

10. Terms and Conditions

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

IN WITNESS WHEREOF, the parties have caused this Service Order No. __ to be executed by their authorized representative.

By:_____	By:_____
Name: Rodney White	Name: Kent A. Britton
Title: President	Title: Chief Executive Officer
Date: _____	Date: _____

EXHIBIT B

PORT SECURITY GRANT PROGRAM COMPLIANCE REQUIREMENTS

Since a portion of the funds for this project come from a Port Security Grant Program administered by the Federal Emergency Management Agency of the Department of Homeland Security the following terms and conditions will be incorporated into and form part of the contract between the Port of Corpus Christi Authority ("Authority"), the recipient of grant funds under the PSGP and the awarded Contractor ("Contractor"). The terms below supersede any conflicting terms in the Master Service Agreement ("Agreement") or any Service Order(s) issued pursuant to the Agreement.

Equal Employment Opportunity. Contractor agrees to comply with the regulations contained in 41 CFR Part 60-1.4(b) in accordance with Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 "Amending Executive Order 11246 relating to Equal Employment Opportunity" and implementing regulations at 41 CFR Part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it

will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). For all construction contracts (as defined in 29 CFR 5.2), the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Contractor expressly acknowledges that the award of this contract is conditioned upon the acceptance of the current prevailing wage determination issued by the Department of Labor.

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c).

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

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

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

Rights to Inventions. The Contractor agrees that any contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Authority in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by Department of Homeland Security.

Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

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

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

This certification is a material representation of fact relied upon by Authority. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Authority, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

Procurement of Recovered Materials. In the performance of this contract, the Contractor shall

make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

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

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

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

(b) *Prohibitions*.

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

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

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

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

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

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions*.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement*.

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

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler

number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

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

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

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

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the

contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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

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 Each Accident $1,000,000 Disease Policy Limit $1,000,000 Disease Each Employee
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	$500,000 CSL / Each Accident

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

E.	Professional Liability	$5,000,000 per claim / aggregate

Consultant will procure and maintain professional liability insurance for protection from claims arising out of performance of its services under this Agreement caused by any error, omission, or act for which the 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 Agreement.

F.	Cyber Liability	$1,000,000 per Occurrence

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

Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each Subcontractor performing work under the Agreement, at Subcontractor's own expense, to maintain during the term of the Agreement, 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 Agreement 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.

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Final Audit Report 2025-08-07

Created:	2025-08-07
By:	Darrell Keach (dkeach@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs_9CqBHBrxAdDboz4ybQpkPKkhfzOZIz

"TAA_MSA_OPTICS__25-01-C" History

Document created by Darrell Keach (dkeach@pocca.com)
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Agreement completed.
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PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: **August 19, 2025**

TO: **Port Commission**

FROM: **Leslie Ruta, Director of Planning**
Mark Gutierrez, Director of Port Security

Authorize application for $5 million through Department of Homeland Security FY2025 Port Security Grant Program for five PCCA security projects.

SUMMARY: Staff seeks Commission authorization to apply for $5 million through the Department of Homeland Security (DHS) for grant funding in the Fiscal Year 2025 Port Security Grant Program (PSGP) administered by the Federal Emergency Management Agency (FEMA). PSGP has a statutory award ceiling of $1M per project and requires a 25% local match by PCCA, per the proposed cost share detailed in Table 1:

Grant Project Prioritization	PSGP	PCCA	Project Total
Project 1: Marine Rapid Response Vessel*	$1,000,000 (59%)	$700,000 (41%)	$1,700,000
Project 2: Drone Detection System	$1,000,000 (75%)	$333,333 (25%)	$1,333,333
Project 3: Expand Fiber Network Connectivity	$1,000,000 (75%)	$333,333 (25%)	$1,333,333
Project 4: Avery Security Station Upgrades with Canopy*	$1,000,000 (28%)	$2,550,000 (72%)	$3,550,000
Project 5: Security Infrastructure Maintenance and Sustainability	$885,000 (75%)	$295,000 (25%)	$1,180,000
Total * Over-match of PCCA funds necessary to complete the project	**$4,885,000 (54%)**	**$4,211,666 (46%)**	**$9,096,666**

Table 1: Proposed Cost Share

BACKGROUND: PCCA has been building and maintaining security improvements and infrastructure with PSGP funds since 2002. The 2025 PSGP grant was announced on August 1, 2025, with the submittal date set for August 15, 2025. DHS is allotted $90,000,000 for PSGP. This is a competitive award process, with FEMA's goal being "to ensure the most highly effective, risk based maritime security projects are funded." Any one port or entity covered by an Area Maritime Plan can submit no more than one application with a maximum of five projects. FEMA, as in past years, will evaluate, act on applications, and will likely announce awards during Q4 2025. The PCCA

required match is 25% with a statutory award ceiling of $1M per project. The selected projects for PCCA this year are high value opportunities, and two exceed the award cap, necessitating a higher anticipated cost share on those projects.

ALTERNATIVES: Implementation of these five projects will increase safety and security for Port personnel and vessel operations. These projects will provide PCCA with increased situational awareness and resiliency. Not applying for PSGP funds at this time will delay implementation of these projects.

CONFORMITY TO PORT POLICY: This project conforms to Strategic Goal #5 (Fund Our Vision).

EMERGENCY: Time-sensitive, as grant application deadline was **August 15, 2025**.

FINANCIAL IMPACT: Delivery of grant funds is on a reimbursement basis, necessitating temporary capital outlay of full project costs by PCCA beginning in Q4-2025 and into Q4-2028, depending on award notifications/negotiations. Reimbursements are requested against paid invoices on a quarterly basis throughout the execution of the project. The proposed 46% match translates to a non-reimbursable commitment of $4,211,666 by PCCA. FEMA seeks to obligate FY2025 PSGP funds by September 2025.

STAFF RECOMMENDATION: Staff recommends the Port Commission authorize staff to apply for $5 million through the Department of Homeland Security for grant funding in the Fiscal Year 2025 Port Security Grant Program for five PCCA security projects. Furthermore, staff recommends the Port Commission authorize the CEO to execute one or more grant acceptance agreements should the projects be awarded.

DEPARTMENTAL CLEARANCES:

Originating Department	Planning
Reviewed & Approved	Mark Guiterrez, Director of Port Security
Legal	Dane Bruun
Senior Staff	Jeff Pollack
	Kyle Hogan
	Kent Britton

2025
Port Security Grant Program

Jeff Pollack, Chief Strategy and Sustainability Officer

Mark Gutierrez, Director of Security

August 19, 2025

Grant Opportunity Overview

Purpose

Support increased port-wide risk management and protect critical maritime infrastructure from acts of terrorism, major disasters, and other emergencies

Funding

- $90 million total funding
- $1M per project
- Up to five projects per entity

Dates

Application Deadline: Aug 15, 2025 @ 4 pm

Awards Announced: Aug – Sep 2025

Awards Obligated: Sep 2025

Period of Performance

36 months: Sep 1, 2025 to Aug 31, 2028

Port Security Grant Program
Funding Priorities

- Enhanced Cybersecurity
- Enhancing the Protection of Soft Targets and Crowded places
- Planning
- Training and Awareness
- Equipment and Capital Projects
- Exercises

FY2025 Investment Justification (Ranked in order of priority)

Project	Purpose/Need	Federal Match	PCCA Match	Total
Marine Rapid Response Vessel*	• Increase available coverage along coastlines • Provide PCCA with added protection and coverage in communication for security	$1,000,000 (59%)	$700,000 (41%)	$1,700,000
Drone Detection System	• Enhance maritime domain awareness; prevention, protection, response, and recovery capabilities	$1,000,000 (75%)	$333,333 (25%)	$1,333,333
Expand Fiber Connectivity Network	• Install critical systems to enhance safety, efficiency, and operational capabilities	$1,000,000 (75%)	$333,333 (25%)	$1,333,333
Avery Security Station Upgrades with Canopy*	• Improve existing access control point by constructing new guard building and providing a shelter	$1,000,000 (28%)	$2,550,000 (72%)	$3,550,000
Security Infrastructure Maintenance and Sustainability	• Replace aging infrastructure and provide new technology	$885,000 (75%)	$295,000 (25%)	$1,180,000
Grand Totals		**$4,885,000 (54%)**	**$4,211,666 (46%)**	**$9,096,666**
* Over-match of PCCA funds necessary to complete the project				


Questions?

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Leslie D. Ruta
leslie@pocca.com
(361) 885-6631

Adopt a Resolution Approving Advanced Funding Agreement with the Texas Department of Transportation for Port Access Account Fund (Project 9400-00-020 Sam Rankin Street Reconstruction).

SUMMARY: On September 28, 2023, the Texas Department of Transportation (TxDOT) approved Minute Order 116558, thereby approving up to $6,733,044 in state grant funding for the reconstruction of a public transportation project to Sam Rankin Street from IH37 to Port Avenue (Project). PCCA's ultimate financial responsibility—25% of the estimated total project cost of $8,500,000—will be $1,766,956. TxDOT requires an Advanced Funding Agreement (AFA) between the state and the local government grant recipient (PCCA); the execution of this AFA requires a resolution by the recipient local government's board (Port Commission).

BACKGROUND: As presented to the Port Commission on July 18, 2023, staff applied for Seaport Connectivity Program (SCP) grant funds through TxDOT to support three projects: JFC Improvements at the ADM Exit, Mike Carrell Road Access Improvements, and Sam Rankin Street Reconstruction. The Port Access Account Funds are made available to the TXDOT Maritime Division through the Seaport Connectivity Program and provide up to 75% of construction costs. The JFC Improvements and Sam Rankin projects were selected for funding by the Port Authority Advisory Committee (PAAC) in 2023.

CONFORMITY TO PORT POLICY: This project conforms to Strategic Goal #5 (Fund Our Vision).

EMERGENCY: Time-sensitive. Execution of this AFA in August is a critical path milestone to upholding requisite grant implementation requirements.

FINANCIAL IMPACT: Port Access Account Funds are available on a reimbursable basis for construction costs only. Total construction cost for improvement of Sam Rankin as defined in the AFA is $8,500,000; TxDOT's share will be up to $6,733,044, making PCCA's ultimate financial responsibility $1,766,956.

Total Project Cost	TXDOT Participation	Local Participation
$8,500,000	$6,733,044	$1,766,956

STAFF RECOMMENDATION: Staff recommends the Port Commission adopt the resolution approving the Advanced Funding Agreement with the Texas Department of Transportation for Seaport Connectivity Program Grant (Project 9400-00-020 Sam Rankin Street Reconstruction).

DEPARTMENTAL CLEARANCES:

Originating Department Planning

Reviewed & Approved Jeffrey Pollack

Legal Dane Bruun
Executive Staff Kent Britton

SUPPORTING DOCUMENTS:

Resolution Approving Advance Funding Agreement

RESOLUTION APPROVING ADVANCE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR TEXAS MOBILITY FUND GRANT FOR PORT ACCESS FUNDS FOR SAM RANKIN STREET IMPROVEMENTS

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas ("Port Authority") is a navigation district and political subdivision of the State of Texas operating under the provisions of Article XVI, Section 59, Texas Constitution, and related laws of the State of Texas, particularly Chapters 60 and 62, Texas Water Code; and

WHEREAS, Article III, Section 49-k of the Texas Constitution created the Texas Mobility Fund ("TMF") in the State Treasury and provides that the TMF shall be administered by the Texas Transportation Commission as a revolving fund to provide a method of financing the construction, reconstruction, acquisition, and expansion of state highways and to provide participation by the Texas Transportation Commission in the payment of a portion of the costs of constructing and providing publicly-owned toll roads and other public transportation projects, in accordance with the procedures, standards and limitations established by law; and

WHEREAS, the 88th Texas Legislature required that, from any available source of revenue and/or balances in the TMF, an amount not to exceed $20,000,000 in each fiscal year of the 2024-2025 biennium shall be allocated to provide funding for public roadway projects selected by the Port Authority Advisory Committee and approved by the Texas Transportation Commission to improve connectivity to Texas ports, under the General Appropriations Act (SB 1, 88th Texas Legislature 2023, Rider 37, page. VII31); and

WHEREAS, the Port Authority submitted a request to the Texas Department of Transportation ("TxDOT") for state participation in the form of a grant of funds to pay a portion of the costs of construction of a public transportation project to Sam Raking Street reconstruction from IH37 to Port Avenue (the "Project"), as selected by the Port Authority Advisory Committee; and

WHEREAS, by Minute Order Number 116558 dated September 28, 2023, the Texas Transportation Commission approved state participation in the form of a grant in an amount not to exceed $6,733,044 from the Port Access Fund; and

WHEREAS, an Advance Funding Agreement for the Project between State of Texas, acting through TxDOT, and the Port Authority has been presented to the Port Commission; and

WHEREAS, the Port Authority desires to enter into the Advance Funding Agreement for the construction of the Project.

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 Advance Funding Agreement with TxDOT for the

Project.

Section 2. The Chief Executive Officer is hereby authorized and directed, for and on behalf of the Port Authority, to execute the Advance Funding Agreement in substantially the form presented to the meeting and to 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 August 19, 2025.

David P. Engel
Chairman, Port Commission

ATTEST:

Gabe Guerra
Secretary, Port Commission

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CSJ #:	9400-00-020
District #:	94-MRD/CRP
Code Chart 64 #:	62136
Project Name:	Sam Rankin St. Reconstruction

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For a Texas Mobility Fund Grant
To Port of Corpus Christi Authority
For A Port Connectivity Project Off-System

THIS ADVANCE FUNDING AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "Department," and Port of Corpus Christi Authority, acting by and through its duly authorized officers, called the "Local Government," (individually the "Party" and collectively the "Parties" to this Agreement).

WITNESSETH

WHEREAS, Article III, Section 49-k of the Texas Constitution (Constitutional Provision) created the Texas Mobility Fund (TMF) in the State Treasury and provides that the TMF shall be administered by the Texas Transportation Commission, called the "Commission," as a revolving fund to provide a method of financing the construction, reconstruction, acquisition, and expansion of state highways and to provide participation by the Commission in the payment of a portion of the costs of constructing and providing publicly-owned toll roads and other public transportation projects, in accordance with the procedures, standards and limitations established by law; and

WHEREAS, the 88th Texas Legislature required that, from any available source of revenue and/or balances in the TMF, an amount not to exceed $20,000,000 in each fiscal year of the 2024-2025 biennium shall be allocated to provide funding for public roadway projects selected by the Port Authority Advisory Committee and approved by the Commission to improve connectivity to Texas ports, under the General Appropriations Act (SB 1, 88th Texas Legislature 2023, Rider 37, page. VII-31); and

WHEREAS, the Local Government submitted a request to the Department for state participation in the form of a grant of funds to pay a portion of the costs of construction of a public transportation project to Sam Rankin Street reconstruction from IH37 to Port Avenue (Project), as selected by the Port Authority Advisory Committee; and

WHEREAS, by Minute Order 116558 dated 09/28/2023, attached hereto as Attachment A; Minute Order for TMF Funds, the Commission approved state participation in the form of a grant in an amount not to exceed $6,733,044.00 from the Texas Mobility Fund (the "TMF funds") to pay a portion of the Project as described in this Agreement, and authorized the Executive Director of the Department or his designee to take all actions necessary to effect the purposes of the minute order; and

WHEREAS, the governing body of the Local Government passed a Resolution on {Enter Date of Resolution}**,** attached to and made a part of this Agreement as Attachment B, Resolution or

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Ordinance, authorizing the Local Government's authorized representative to enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last Party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed and all excess funds are disbursed, unless earlier terminated as provided in this Agreement.

2. Scope of Work

A. The scope of work of the Project is as follows: Reconstruct Sam Rankin St. from W. Broadway to IH37, to include a stabilized subgrade, flexible base, asphalt paving with a layer of geogrid, curb and gutter, and sidewalks.

B. A map showing the Project appears in Attachment C, Location Map Showing Project, which is attached to and made a part of this Agreement.

In Process

3. Local Government Project Sources and Uses of Funds

A. The maximum amount of the Department's participation in the Project is $ 6,733,044.00 as shown in Attachment D, Project Budget (Attachment D), which is attached to and made a part of this Agreement. The Department will pay money in an amount not to exceed $ 6,733,044.00 to the Local Government from the TMF on a reimbursement basis, to be used for construction (by the Local Government) of the Project, called the "Eligible Project Costs". The Department will pay for only those Eligible Project Costs that have been approved by the Commission. The Local Government shall not make or implement any changes to the Project scope without the written approval of the Department. The Local Government is responsible for all other Project costs, including 100% of the cost of any work performed under its direction or control before the Department spending authority is formally obligated.

B. If requested by the Department, the Local Government shall reimburse the Department for any TMF funds paid under this Agreement that are used for costs that are not Eligible Project Costs in a manner determined by the Department. If all of the TMF funds are not used for the payment of Eligible Project Costs within 10 years of execution of this Agreement or if the Department determines that the Local Government will not be able to use the TMF funds for the Project, the Local Government shall perform an audit of the TMF funds that were spent on Eligible Project Costs, subject to approval by the Department, and at the Department's option shall use any excess TMF funds paid under this Agreement for additional Eligible Project Costs or use them for other legally authorized purposes as approved by the Department.

C. Attachment D shows the Eligible Project Costs by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of

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preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Eligible Project Costs, as determined by the Department.

D. The Department will be responsible only for the Department's share of the funding required for the development and construction of the Project as specified in this Agreement, such amount being the maximum liability of the Department under this Agreement.

E. The Local Government will be responsible for all non-federal or non-Department participation costs associated with the Project, otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement, including any costs of completing the Project that exceeds the amount provided by the Department under this Agreement.

F. Upon completion of the Project, the Local Government will perform an audit of the TMF funds that were spent on Eligible Project Costs, subject to approval by the Department, and may, at the Department's option, use any excess TMF funds not paid under this Agreement for additional Eligible Project Costs or use them for other legally authorized purposes as approved by the Department.

G. The State Auditor may conduct an audit or investigation of any entity receiving funds from the Department directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

H. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement may be terminated immediately by the Department with no liability to either Party.

I. Since the Department's payment is a reimbursement to the Local Government on a cost basis as shown in Attachment D, the Local Government is authorized to submit requests for reimbursement in accordance with Section 4 below.

J. The Local Government shall provide the Department any information needed to timely deliver the funds to the Local Government's depository bank, which must be approved by the Department, in a separate account that is dedicated to the payment of Project costs.

K. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the Department, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation." The Local Government shall provide the certificate of qualification to the Department. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The Department in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

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4. Disbursement of TMF Funds

A. The Local Government will deliver to the Department prior to each disbursement a certificate requesting a reimbursement in which the Local Government accounts for all TMF funds disbursed under this Agreement and certifies that the disbursement, when added to the amount of all prior disbursements under this Agreement, will not exceed the total amount of funding authorized under this Agreement. Such certificates may not be delivered more frequently than monthly and not later than ninety (90) days after costs are incurred.

B. Funds to be made available pursuant to this Agreement shall be disbursed promptly upon receipt and formal acceptance by the Department of a request for reimbursement from the Local Government in a format acceptable to the Department which complies with the requirements in this Agreement and which shall also include the following:

(1) the amount requested;

(2) a description of the use of the funds requested; and

(3) copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.

C. The Department shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this Agreement or due to a lack of adequate documentation. In either event, the Local Government will have the right to submit additional information to clarify the use of funds requested or to provide any missing documentation. The Parties will use their best efforts to resolve any disputes over the requested use of funds in a manner which recognizes the need for the Local Government to advance the Project and meet its obligations.

D. To the extent funds disbursed hereunder are utilized to procure tangible work product consistent with the authorized purposes under this Agreement, the Department shall have the right to review such work product as a condition to making a requested disbursement.

5. Non-Performance, Stop Work Orders, and Termination of this Agreement

This Agreement shall remain in effect until the Project is completed or all TMF funds are used in accordance with this Agreement, unless:

A. The Agreement is terminated in writing by the Parties; or

B. The Agreement is terminated by the Department because of non-performance or a breach by the Local Government, subject to the following provisions:

(1) NON-PERFORMANCE. The Department shall provide notice to the Local Government of the occurrence of any circumstances deemed by the Department to be non-performance by the Local Government under this Agreement. Within thirty (30) days of receipt of the Department's notice, the Local Government shall remedy the non-performance and notify the Department of the remedy effected, or shall provide written notification to the Department of the actions it has taken to address the non-performance. The Parties agree that any of the following occurrences constitutes non-performance by the Local Government under this Agreement:

(a) the Local Government does not begin construction within 24 months of Commission approval;

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(b) the Local Government elects not to proceed with the Project, after the completion of preliminary engineering, specifications, and estimates (PS&E), because of insufficient funds;

(c) the Local Government fails to complete the Project in accordance with this Agreement, other than because of the failure of the Department to deliver the TMF funds as provided herein, because of force majeure, or because of any other reason allowed in this Agreement;

(d) the Local Government expends TMF funds on anything other than Eligible Project Costs without reimbursing the Department in accordance with this Agreement; and

(e) the Local Government fails to use the TMF funds in accordance with this Agreement.

(2) STOP WORK ORDERS.

(a) Stop Work Order. The Department may issue a written Stop Work Order (SWO) to the Local Government at any time for any violation of this Agreement, including non-performance. The SWO shall provide the Local Government with notice of the facts underlying the determination to issue the SWO. The SWO may require an immediate cessation of work or the cessation of work at a definite future date. The SWO shall provide the Local Government with a definite limited time to cure the conditions underlying the SWO.

(b) Local Government's Response. The Local Government shall provide a written response to the SWO and shall provide the Department with a detailed plan to address and cure the conditions supporting the SWO. The Local Government shall provide the response within three (3) business days from its receipt of the SWO.

(c) Department's Reply. The department may accept, reject or amend the Local Government's request for opportunity to cure the conditions supporting the SWO and shall provide notice of such action to the Local Government within three business days of receipt of the response. The Department may issue an amended SWO that allows resumption of work contingent upon the Local Government's execution of the plan to cure. The amended SWO may modify the Local Government's plan to cure only in a manner consistent with the terms and conditions of this Agreement.

(d) Local Government's Option. The Local Government shall notify the Department within three (3) business days whether it accepts the amended SWO. If the Local Government does not accept the amended SWO, the Department may terminate this Agreement. Upon successful completion of the plan to cure the conditions underlying the SWO, the Local Government shall continue work to complete all obligations under this Agreement.

(3) TERMINATION.

(a) Subject to the notice and opportunity to cure provisions herein, the Department may terminate this Agreement at any time for non-performance. Termination shall be effective thirty (30) days after the Local Government's receipt of written notice of termination. Upon receipt of such notice, the Local Government shall immediately discontinue all

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work in connection with the performance of this Agreement and shall promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement as directed by the Department.

(b) Within thirty days of the notice of termination, the Local Government shall submit a statement showing in detail the work performed, any payments received by the Local Government, and any payments made by or due from the Local Government to any contractor pursuant to the terms of this Agreement prior to the date of termination, all in the form of a final audit.

(c) The Local Government agrees to use all unused TMF funds paid under this Agreement that are not expended on Eligible Project Costs as directed by the Department, which may include for additional Eligible Project Costs, for other legally authorized purposes as approved by the Department, or returned to the Department, at the Department's option.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the Parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either Party and shall be cumulative.

In Process

8. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state and federal laws, regulations, rules, policies, and procedures. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments.

9. Environmental Assessment and Mitigation

A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project subject to this Agreement.

B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.

C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.

D. The Local Government is responsible for the preparation of documents required for the environmental clearance of the Project.

E. Before the advertisement for bids, the Local Government shall provide to the Department written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The Local Government has responsibility for the Project, including the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the industry standards applicable to the Project, including the Local Government's applicable Design Criteria, Specifications, Standard Drawing, and Directive Drawing standards. For highway projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the Parties to this Agreement must comply with Texas Government Code 2254, Subchapter A.

12. Construction Responsibilities

A. The Local Government is responsible for administration of any construction contracts for the Project and shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project in compliance with applicable law. Administration of a contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract.

B. Projects must be authorized by the Department before the Local Government awards the construction contract to the contractor.

C. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.

D. Upon completion of the Project, the Party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion that is acceptable to the Department. The Notice of Completion shall certify that the Project has been completed and all necessary inspections have been conducted.

E. The Department may require reports on the progress of the Project. If requested in writing, the Local Government shall submit to the Department, for each succeeding thirty (30) day period (hereinafter a "month" or "reporting period") following the execution of this Agreement and until the completion of the Project, a report of the work performed during the preceding month, which shall contain, at a minimum, the following:

(1) a brief description of the progress of work since the last report, including each activity performed and the percentage of total completion of each and every activity;

(2) a description of any problems encountered during the reporting period that may affect the construction of the Project, or that may inhibit the completion of, or cause a change in, any objectives or costs of the Project;

(3) a description of actions, if any, the contractor(s) or the Local Government intends or proposes to take to correct all problems identified in subparagraph (2) above; and

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(4) any perceived or anticipated changes in the schedule, objectives, or costs for the Project.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned facilities and equipment after completion of the work.

14. Right of Way and Real Property

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the Department before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the Department or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All Parties to this Agreement will comply with and assume the costs for compliance will all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the Department and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the Department, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the Department's authorization, the Local Government will provide all documentation to the Department regarding fair market value of the acquired property. The Department will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The Department will not reimburse the Local Government for any real property acquired before execution of this Agreement, if applicable.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the Department for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the Department and to submit to the Department a tabulation of the values so determined, signed by the appropriate Local

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Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values.

H. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the Parties to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the Department prior to its execution. A copy of the executed agreement shall be provided by the Department.

15. Notices

All notices to either Party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that Party at the following address:

Local Government	Department
Chief Executive Officer Port of Corpus Christi Authority 400 Harbor Drive Corpus Christi, Texas 78401	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, TX 78701

In Process

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either Party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The Department and the Local Government agree that neither Party is an agent, servant, or employee of the other Party and each Party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the Local Government shall remain the property of the Local Government. All data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the Department in the form of photocopy reproduction on a monthly basis as required by the Department. The originals shall remain the property of the Local Government. At the request of the Department, the Local Government shall submit any information required by the Department in the format directed by the Department.

19. Compliance with Laws

The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, licensing laws, regulations, and the Texas Uniform Grant Management Standards. When required, the Local Government shall furnish the Department with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

In Process

21. Inspection of Books and Records

A. Duty to Maintain Records. The Parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to Project costs incurred under this Agreement in accordance with Generally Accepted Accounting Principles. The Local Government shall also require its contractors to maintain financial accounting records consistent with Generally Acceptable Accounting Principles and with state laws applicable to government accounting. All accounting and other financial documentation shall be accurate, current, and shall reflect recordation of the transactions at or about the time the transactions occurred.

B. Duty to Retain Records. The Local Government shall retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of applicable state law relating to retention and access to records. The Department requires the Local Government to retain all records related to this Agreement for a period of four (4) years after submission of the audit upon completion of the Project and any litigation or claims regarding the Project or this Agreement are resolved.

C. Access to Records. The Local Government shall make Project materials available to the Department for review and inspection at its office during the contract period and for four (4) years after submission of the audit upon completion of the Project and any litigation or claims regarding the Project or this Agreement are resolved. Additionally, the Department and the Local Government shall have access to all the records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Local Government understands and agrees that all documents relating to this Agreement are subject to the Public Information Act, Tex.

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Gov't Code, Chapter 552, and that such documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The Local Government shall promptly respond to a request by the Department for copies of any of the Local Government's records related to this Agreement.

22. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on Department right of way, before beginning work the entity performing the work shall provide the Department with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and the Department may recover damages and all costs of completing the work.

23. Investment and Collateralization of Funds

The Local Government shall deposit the TMF funds in a state depository bank designated by the Texas Office of the Comptroller and approved by the Department, and the funds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256; and shall be adequately collateralized in a manner sufficient to protect the Department's interest in the Project that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

In Process

24. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with state funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

25. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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26. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Force Majeure

Unless otherwise provided, neither the Local Government nor the Department nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance of a requirement contained in this Agreement caused by *force majeure*, meaning a failure or delay in a Party's performance under this Agreement that is caused by acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non- performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *force majeure* or otherwise waive this right as a defense.

28. Survival of Terms and Conditions

A. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement that:

(1) the Parties have expressly agreed shall survive any such termination or expiration, if any; or

(2) by their nature, would be intended to be applicable following any such termination or expiration.

B. The Parties expressly agree that the following terms and conditions survive the termination of the Agreement, regardless of the reason for the termination.

(1) Section 3.B. and 3.F., regarding the use of the TMF funds.

(2) Section 6. Remedies.

29. Non-Assignability

The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the Department.

30. Entire Agreement and Amendment

This Agreement constitutes the entire agreement between the Department and the Local Government and no prior or contemporaneous oral or written promises or representations shall be binding on either Party. No modification of any provision of this Agreement shall be effective except by written amendment executed by an authorized representative of each Party.

31. Required Notice

The Local Government shall promptly notify the Department of any adverse change in the activities, prospects, or conditions (financial or otherwise) of the Local Government relating to the Project, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Agreement.

32. No Waiver

The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of the strict performance of any such term, provision, or condition or any other term, provision, or condition.

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33. No Debt Created

Each Party agrees and understands that, by this Agreement, the State of Texas, acting through the Department, is not lending its credit or in any manner creating a debt on behalf of the State of Texas.

34. Law

The validity, operation, and performance of this Agreement shall be governed and controlled by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of this state. The Parties understand and agree that this Agreement is for the provision of financial assistance for the Project and as such all or part of the performance of the terms and obligations of the Agreement will be performed in Nueces County. Notwithstanding the location of the Project, the Parties understand and agree that any proceeding brought for any breach of this Agreement involving the Department shall be in Travis County, Texas. This section does not waive the sovereign immunity of the State of Texas or the Department.

35. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

In Process

THIS AGREEMENT IS EXECUTED by the Department and the Local Government.

STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Texas Department of Transportation	Port of Corpus Christi Authority
_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

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ATTACHMENT A
MINUTE ORDER FOR TMF FUNDS

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

In 2023, the Texas Legislature required that, from any available source of revenue and/or balances in the Texas Mobility Fund, an amount not to exceed $20,000,000 in each fiscal year of the 2024-2025 biennium shall be allocated to provide funding for public roadway projects selected by the Port Authority Advisory Committee and approved by the Texas Transportation Commission (commission) to improve connectivity to Texas ports, under the General Appropriations Act (HB 1, 88th Texas Legislature 2023), Rider 37, page VII-31.

The Port Authority Advisory Committee has approved the projects listed in exhibit A as proposed by each entity listed. Accordingly, the department recommends that the commission approve each project listed in exhibit A, authorize the financing of the state highway improvement projects listed in exhibit A, and authorize the department to participate in each local government project listed in exhibit A in the form of a grant, up to the amount listed for each project from any available source of revenue and/or money from the Texas Mobility Fund other than the proceeds of obligations issued under Transportation Code, Chapter 201, Subchapter M (enabling act), to be used for construction of each project described in exhibit A.

On August 2, 2023, a public hearing was held. Comments were received in support of the action taken.

Article III, Section 49-k of the Texas constitution (constitutional provision) created the Texas Mobility Fund (fund) in the state treasury and provides that the fund shall be administered by the commission as a revolving fund to provide a method of financing the construction, reconstruction, acquisition, and expansion of state highways and to provide participation by the state in the payment of a portion of the costs of constructing and providing publicly-owned toll roads and other public transportation projects, in accordance with the procedures, standards and limitations established by law.

The Texas Legislature implemented the authority granted by this constitutional provision in the enabling act. Transportation Code §201.943 provides that the commission, by order, may issue obligations, including Texas Mobility Fund General Obligation Bonds, secured by and payable from a pledge of and lien on all or part of the money in the fund.

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TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

NOW, THEREFORE, IT IS DETERMINED AND ORDERED by the commission that each project listed in exhibit A meets the eligibility requirements for financing or state participation under the constitutional provision, the commission approves each project listed in exhibit A, the commission approves the financing of state highway projects listed in exhibit A, and approves state participation in the form of a grant to each local government listed in exhibit A, up to the amount listed for each project, from any available source of revenue and/or money in the fund other than the proceeds of obligations issued under the enabling act, to be used for construction of each of the projects listed in xhibit A, and authorizes and directs the executive director of the department to take all actions necessary to effect the purposes of this minute order.

Submitted and reviewed by:

DocuSigned by:
Geir-Eilif Kalhagen
Director, Maritime Division

Recommended by:

DocuSigned by:
Executive Director

116558 September 28, 2023

Minute Number | Date Passed

Docusign Envelope ID: 712C1978-B839-43EA-A9A0-69B264DEFB0B

CSJ #:	9400-00-020
District #:	94-MRD/CRP
Code Chart 64 #:	62136
Project Name:	Sam Rankin St. Reconstruction

EXHIBIT A - SEAPORT CONNECTIVITY PROGRAM GRANTS, 88th Legislature (SCP88)

FISCAL YEAR 2024

Entity	Project Name	Project Description	SCP 88 Request	Local Match/Other F	Total Project Cost	Roadway Ownership/Grant Recipient	On-System/Off-System
Port of Beaumont Navigation District of Jefferson County, Texas	Port of Beaumont Main Terminal Access Improvement Project	Franklin St access improvement, from Neches St. to the Port; intersection improvements at Blanchette St. & Pennsylvania Ave.; traffic signals on Pennsylvania Ave. at Emmett Ave. & Blanchette St.	$ 1,600,029	$ 416,854	$ 2,016,883	Port of Beaumont Navigation District of Jefferson County, Texas	Off-System
Board of Trustees of the Galveston Wharves	Cruise Terminal Walkway Circulation Improvements	Cruise Terminal Walkway Circulation Improvements	$ 3,847,592	$ 1,002,408	$ 4,850,000	Board of Trustees of the Galveston Wharves	Off-System
Port of Harlingen Authority	Roadway Illumination, Safety and Infrastructure Resiliency Project	Roadway illumination and drainage enhancements	$ 3,181,022	$ 828,748	$ 4,009,770	Port of Harlingen Authority	Off-System
Port of Harlingen Authority	FM 106 Railroad Approach Safety Project	Upgrade FM 106 railroad approach	$ 470,772	$ 120,515	$ 591,287	TxDOT PHR District	On-System
TxDOT Maritime Division	Beaumont District Port Wayfinding System	Beaumont District Port Wayfinding System	$ 130,465	$ -	$ 130,465	TxDOT BMT District	On-System
TxDOT Maritime Division	Pharr District Port Wayfinding System	Pharr District Port Wayfinding System	$ 104,572	$ -	$ 104,572	TxDOT PHR District	On-System
Orange County Navigation and Port District	DRAYO Additional Truck Queuing and Utility Enhancements	DRAYO truck queuing improvements	$ 2,665,548	$ 694,452	$ 3,360,000	Orange County Navigation and Port District	Off-System
Port of Port Arthur Navigation District of Jefferson County	Railyard Flyover Project	Construct railyard flyover from Denbo St to the port	$ 8,000,000	$ 24,000,000	$ 32,000,000	Port of Port Arthur Navigation District of Jefferson County	Off-System
Total			**8 $ 20,000,000**	**$ 27,062,977**	**$ 47,062,977**		

FISCAL YEAR 2025

Entity	Project Name	Project Description	SCP 88 Request	Local Match/Other F	Total Project Cost	Roadway Ownership/Grant Recipient	On-System/Off-System
Port of Corpus Christi Authority	JFC Improvements at the ADM Exit	Improve intersection at Joe Fulton International Trade Corridor and ADM grain elevator exit and install traffic control devices	$ 779,081	$ 200,919	$ 980,000	Port of Corpus Christi Authority	Off-System
Port of Corpus Christi Authority	Sam Rankin Street Reconstruction	Sam Rankin St reconstruction from IH37 to Port Ave	$ 6,733,044	$ 1,766,956	$ 8,500,000	Port of Corpus Christi Authority	Off-System
Port Freeport	Gate 4 Access Road Widening Project	Gate 4 Access Rd widening from SH 36 to the port gates	$ 950,547	$ 249,453	$ 1,200,000	Port Freeport	Off-System
Port Freeport	East 5th Street Reconstruction Project	East 5th St reconstruction from FM 1495 to Terminal St	$ 3,802,189	$ 997,811	$ 4,800,000	Port Freeport	Off-System
Board of Trustees of the Galveston Wharves	Old Port Industrial Internal Roadway	Reconstruct Old Port Industrial Rd from 33rd St to 41st St	$ 2,495,187	$ 654,813	$ 3,150,000	Board of Trustees of the Galveston Wharves	Off-System
Port of Harlingen Authority	Eastside FM1846 Port Traffic Congestion Mitigation Project	Widen FM 1846 at the intersection of Cemetery Rd. and Robles Rd with acceleration and deceleration lanes	$ 1,445,599	$ 379,369	$ 1,824,968	TxDOT PHR District	On-System
Port of Harlingen Authority	FM 106 and FM 509 Intersection Port Connectivity Safety and Resiliency Project	FM 106 and FM 509 intersection upgrade	$ 1,870,923	$ 482,497	$ 2,353,420	TxDOT PHR District	On-System
TxDOT Maritime Division	Houston District Port Wayfinding System	Houston District Port Wayfinding System	$ 129,627	$ -	$ 129,627	TxDOT HOU District	On-System
TxDOT Maritime Division	Corpus Christi District Port Wayfinding System	Corpus Christi District Port Wayfinding System	$ 169,021	$ -	$ 169,021	TxDOT CRP District	On-System
TxDOT Maritime Division	Yoakum District Port Wayfinding System	Yoakum District Port Wayfinding System	$ 58,025	$ -	$ 58,025	TxDOT YKM District	On-System
Victoria County Navigation District	North Access Road and Transloading Road	Improve and widen North Access Rd and the adjacent Transloading Rd	$ 1,566,757	$ 411,165	$ 1,977,922	Victoria County Navigation District	Off-System
Total			**11 $ 20,000,000**	**$ 5,142,983**	**$ 25,142,983**		

Process

Docusign Envelope ID: 712C1978-B839-43EA-A9A0-69B264DEFB0B

CSJ #:	9400-00-020
District #:	94-MRD/CRP
Code Chart 64 #:	62136
Project Name:	Sam Rankin St. Construction

ATTACHMENT B
LOCAL GOVERNMENT ORDINANCE OR RESOLUTION

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas ("Port Authority") is a navigation district and political subdivision of the State of Texas operating under the provisions of Article XVI, Section 59, Texas Constitution, and related laws of the State of Texas, particularly Chapters 60 and 62, Texas Water Code; and

WHEREAS, Article III, Section 49-k of the Texas Constitution created the Texas Mobility Fund ("TMF") in the State Treasury and provides that the TMF shall be administered by the Texas Transportation Commission as a revolving fund to provide a method of financing the construction, reconstruction, acquisition, and expansion of state highways and to provide participation by the Texas Transportation Commission in the payment of a portion of the costs of constructing and providing publicly-owned toll roads and other public transportation projects, in accordance with the procedures, standards and limitations established by law; and

WHEREAS, the Texas Legislature reauthorized the Port Access Account Fund in the general revenue fund, originally created in SB1282, 77th Legislature, 2001, and provides that money in the fund shall fund port development and infrastructure projects and maritime port studies, under SB1499 88th Legislature, 2023. An eligible applicant may not receive more than 20 percent of the total amount of money appropriated to the department in a fiscal biennium to fund the applicant's eligible project.

In Process

SB30, 88th Legislature, 2023 page 54-55, required that, from the general revenue fund, an amount of $200,000,000 shall be transferred to the Port Access Fund and be allocated to provide funding for maritime port capital improvement projects. Transportation Code 55.002 and 55.007 outlines projects that shall be selected by the Port Authority Advisory Committee and approved by the Texas Transportation Commission (commission). Certain local governments as set forth in exhibit A have submitted requests to the Texas Department of Transportation (department) for state participation in the form of a grant to pay a portion of the costs of construction of a maritime infrastructure project selected by the Port Authority Advisory Committee.

WHEREAS, the Port Authority submitted a request to the Texas Department of Transportation ("TxDOT") for state participation in the form of a grant of funds to pay a portion of the costs of construction of a public transportation project to add a new export/import facility with dock and related berthing structure, ship loading equipment, rail tracks and associated landside and waterside improvements (the "Project"), as selected by the Port Authority Advisory Committee; and

WHEREAS, by Minute Order Number 116559 dated September 28, 2023, the Texas Transportation Commission approved state participation in the form of a grant in an amount not to exceed **$6,733,044.00** from the Port Access Fund; and

WHEREAS, a Grant Agreement for the Project between State of Texas, acting through TxDOT, and the Port Authority has been presented to the Port Commission; and

Docusign Envelope ID: 712C1978-B839-43EA-A9A0-69B264DEFB0B

CSJ #:	9400-00-020
District #:	94-MRD/CRP
Code Chart 64 #:	62136
Project Name:	Sam Rankin St. Construction

WHEREAS, the Port Authority desires to enter into the Grant Agreement for the construction of the Project.

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 Grant Agreement with TxDOT for the Project.

Section 2. The Chief Executive Officer is hereby authorized and directed, for and on behalf of the Port Authority, to execute the Grant Agreement in substantially the form presented to the meeting and to 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 **DATE**.

David P. Engel
Chairman, Port Commission

In Process

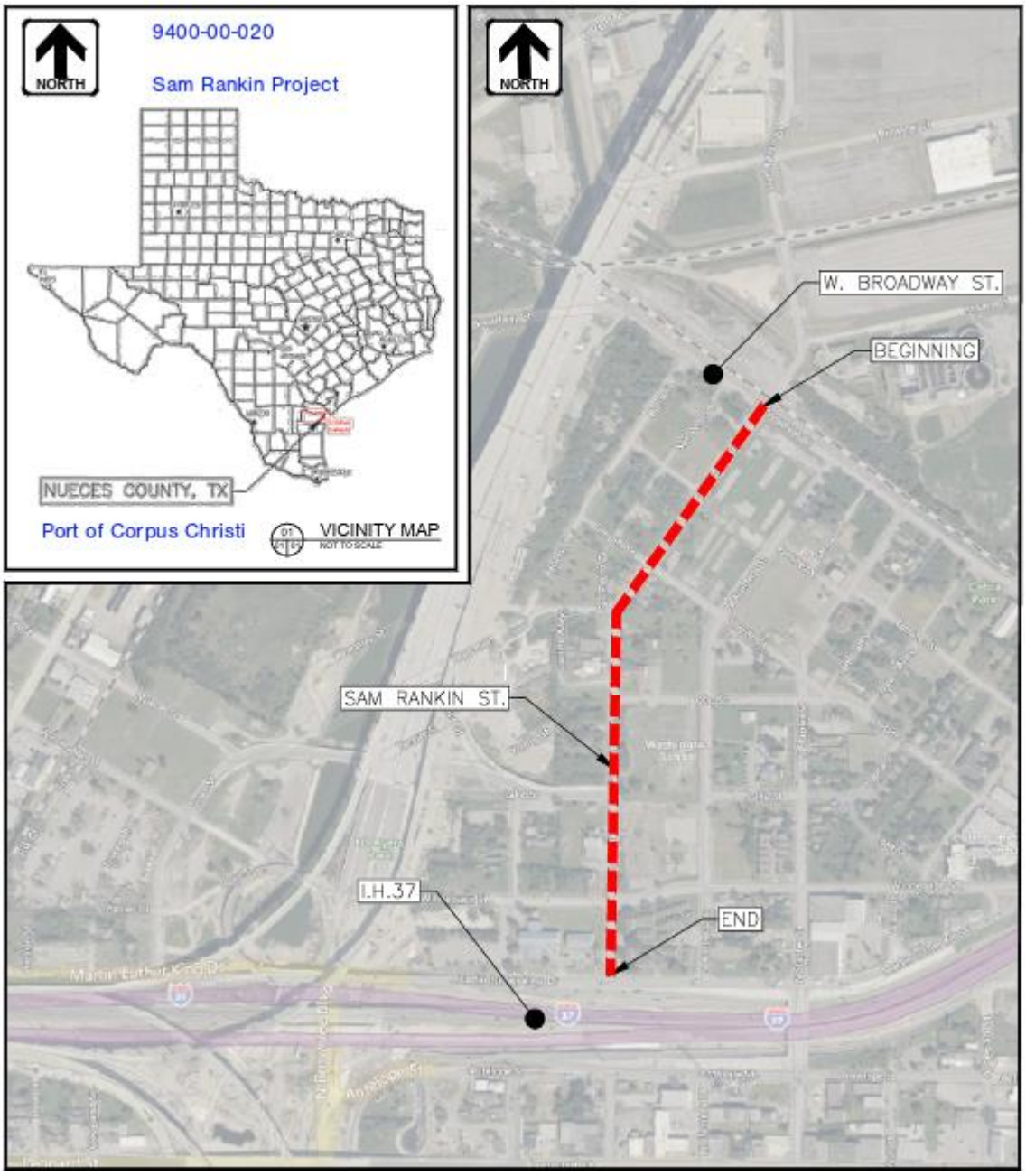
ATTEST:

Gabe Guerra
Secretary, Port Commission

Docusign Envelope ID: 712C1978-B839-43EA-A9A0-69B264DEFB0B

CSJ #:	9400-00-020
District #:	94-MRD/CRP
Code Chart 64 #:	62136
Project Name:	Sam Rankin St. Construction

ATTACHMENT C
LOCATION MAP SHOWING PROJECT



Docusign Envelope ID: 712C1978-B839-43EA-A9A0-69B264DEFB0B

CSJ #:	9400-00-020
District #:	94-MRD/CRP
Code Chart 64 #:	62136
Project Name:	Sam Rankin St. Reconstruction

ATTACHMENT D
PROJECT BUDGET

The Department will pay $ 6,733,044.00 from the Texas Mobility Fund to the Local Government, on a reimbursement basis, for the construction of the Project. Costs will be allocated based on State funding and Local Government funding until the State funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

In Process

Adopt a Resolution Approving an Advance Funding Agreement for Reconstruction of Sam Rankin St.

Jeff Pollack, Chief Strategy and Sustainability Officer

August 19, 2025

PORT CORPUS CHRISTI®


US Highway 181
E Port Ave
Port Owned
Brewster St
Al Speight
Military Yard
City Owned
Resaca St
UPRR
W Broadway St
City Owned
I-37
N
0
0.1
0.2
0.4 Miles

Per TxDOT AFA:

Total Project Cost (construction only)	TXDOT Participation	Local (PCCA) Participation
$8.5M	$6,733,044	$1,766,956

Per Interlocal Agreement with CoCC (approved in July):

	Total Cost	TXDOT	PCCA	CoCC
Design/Survey	1.3M	0	1.08M	Up to 2.5M
Stormwater Infr.	2.2M	0	0	
Roadway Construction	8.5M	6,733,044	1,766,956	0

DATE:	August 19, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Fernando Quintanilla Project Engineer

Approve Service Order No. 3 with Freese and Nichols, Inc., under Master Services Agreement No. 25-07, in the amount of $1,372,000 for engineering services associated with the Sam Rankin Reconstruction Project.

SUMMARY: Staff requests approval of Service Order No. 3 with Freese and Nichols, Inc., under Master Services Agreement No. 25-07, in the amount of $1,372,000 for engineering services associated with the Sam Rankin Reconstruction Project.

BACKGROUND: Sam Rankin Street runs from Port Avenue to IH-37 and provides direct access to the multi-use route over the New Harbor Bridge. The PCCA utilizes Sam Rankin Street from Port Avenue to Resaca Street to transport material and equipment unloaded from vessels at Cargo Docks 8, 14, and 15 to the recently improved Al Speight Military Rail Yard and adjacent storage areas. The last time Sam Rankin Street had substantial improvements was in 2016. After nearly a decade of heavy use, the existing road structure and surface have deteriorated to a point where reconstruction is necessary.

Ownership of Sam Rankin Street is shared between PCCA and the City of Corpus Christi (City); the Sam Rankin Street right-of-way from Port Avenue to Brewster Street is owned by PCCA, and south of Brewster Street to West Broadway is owned by the City. On July 15, 2025, the Port Commission approved an Interlocal Agreement with the City to authorize PCCA to conduct engineering design and construction on City-owned portions of Sam Rankin Street. As part of that Interlocal Agreement, the City will reimburse the PCCA up to $2,500,000 for the storm water improvements related to this project. Construction of the City-owned roadway section will be partially funded through the TxDOT's Transportation Maritime Division's Seaport Connectivity Program grant awarded to PCCA in July 2024 in the amount of $6,733,044 for project construction, of which $2,125,000 is the PCCA cost-share. The PCCA will oversee project design and construction with input from the City.

Staff solicited a Request for Qualifications for engineering services for various projects in 2024, including improvements to existing infrastructure, such as this project. 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 Bulk Materials Terminal Facility East Access Control Project, West Bulk Materials Terminal Road Project, various cargo yards in Rincon Industrial Park, and various roadway and pad improvements at the Bulk Materials Terminal.

Staff negotiated the attached service order with FNI in the amount of $1,372,000. The scope of work generally includes the design of a full-depth reconstruction of Sam Rankin Street, from Port Avenue to IH-37, to accommodate the increased demand from heavy-haul traffic accessing the Port of Corpus Christi. FNI's responsibilities will include comprehensive design services, bidding phase support, and construction phase services. Supplemental services will include topographic and boundary surveying, subsurface utility exploration, geotechnical investigations, drainage analysis, and coordination assistance with Union Pacific Railroad. Of the $1,372,000 contract amount, $225,605 is related to stormwater system design and is reimbursable by the City of Corpus Christi.

ALTERNATIVES: None.

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

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $250,000 in 2025. The PCCA was awarded funds for this project in the amount of $6,733,044 by TxDOT through the Texas Seaport Connectivity Program for project construction. PCCA's cost-share amount is $2,125,000. Design services are not reimbursable under this grant. Additionally, the City of Corpus Christi will reimburse the PCCA up to $2,500,000 for design and construction of stormwater systems.

STAFF RECOMMENDATION: Staff recommends approval of Service Order No. 3 with Freese and Nichols, Inc., under Master Services Agreement No. 25-07, in the amount of $1,372,000 for engineering services associated with the Sam Rankin Reconstruction Project.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order

August 19, 2025

Approve Service Order No. 3 with Freese and Nichols, Inc., under Master Services Agreement No. 25-07, in the amount of $1,372,000 for engineering services associated with the Sam Rankin Reconstruction Project.

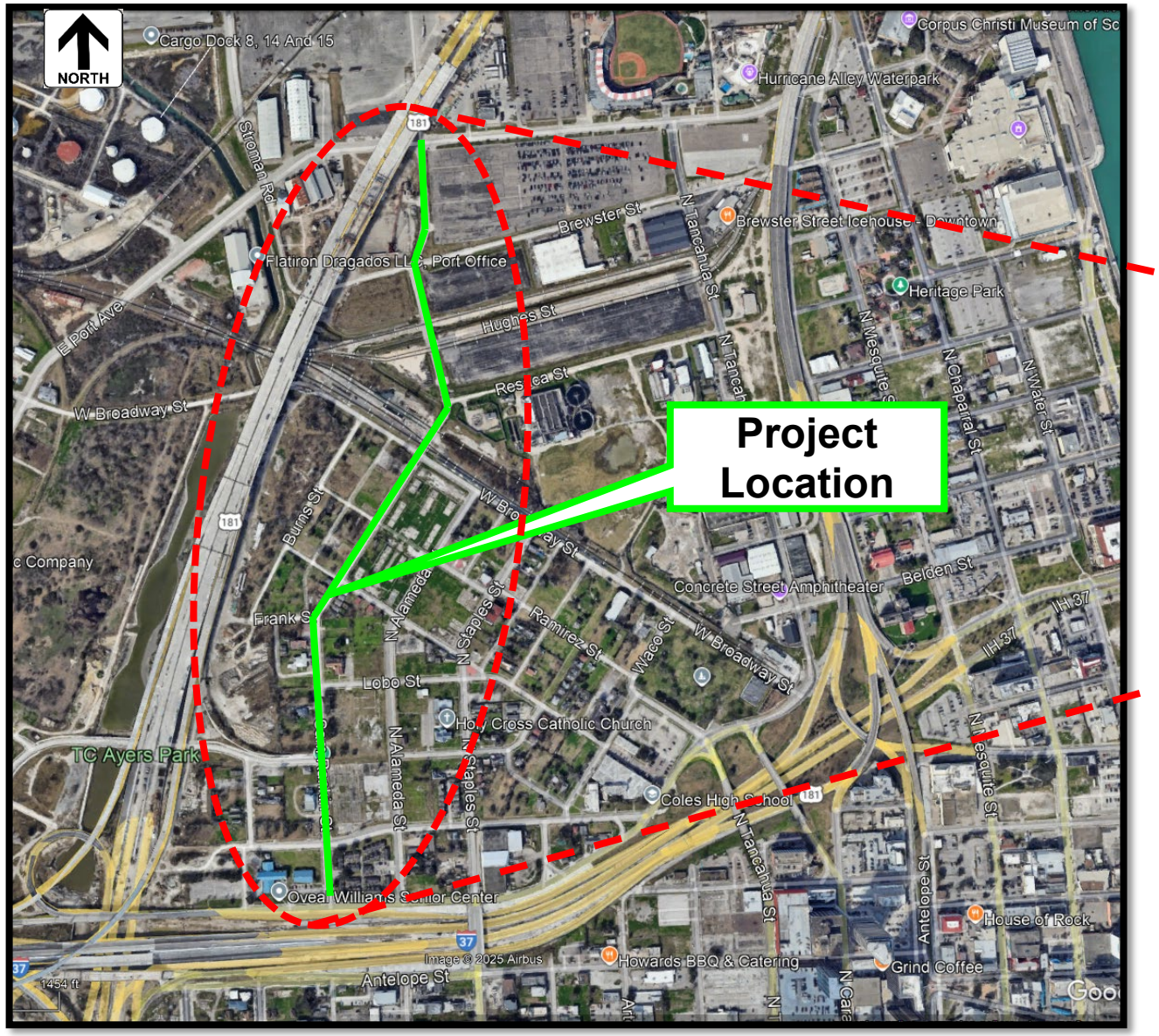
Port Commission Meeting

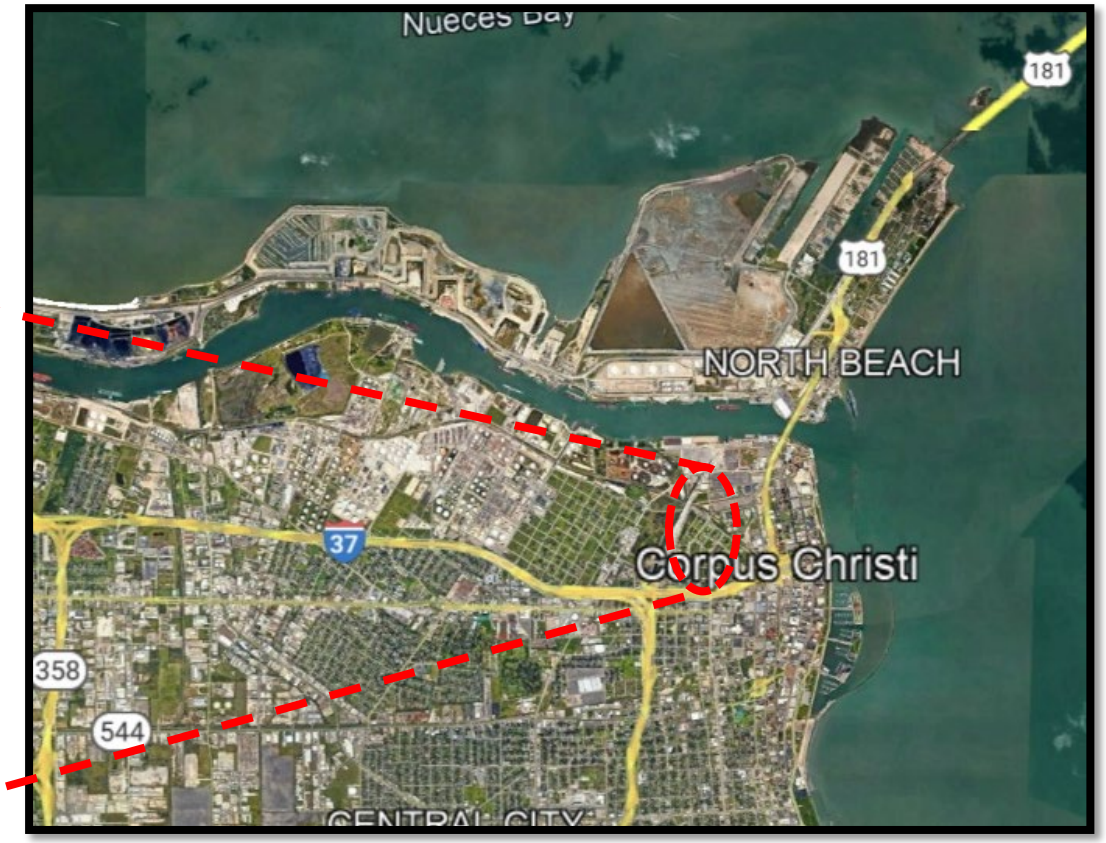
Fernando Quintanilla | Project Engineer

Presented by PORT CORPUS CHRISTI®

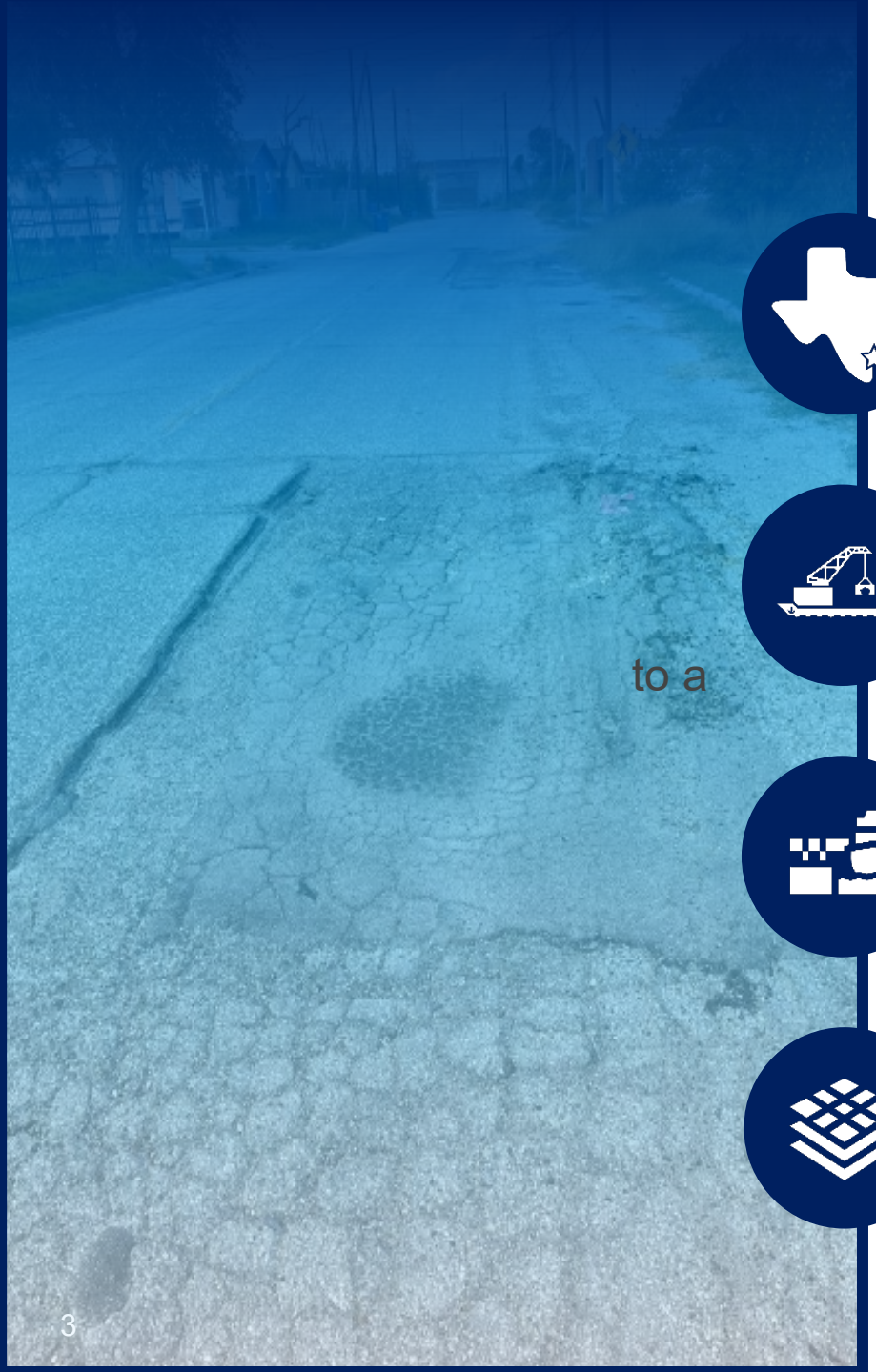
Sam Rankin Reconstruction Project

Project Location





PORT CORPUS CHRISTI



Sam Rankin Reconstruction

Project Summary

Project History

- Commission approved MOU with the City of Corpus Christi on July 15, 2025.
- Project construction will be funded through TxDOT's Transportation Maritime Division's Seaport Connectivity Program grant of $6,733,044 with a 20% match by the Port.
- Design funding is included in the Port's budget for 2025.
- The City of Corpus Christi is contributing $2,500,000 through a bond for stormwater improvements on Sam Rankin.
- Sam Rankin is a three quarter of a mile section of roadway that connects Interstate Highway 37 to the Port of Corpus Christi's Cargo Docks 8, 14 & 15.

Site Details

- The roadway is exhibiting heavy deterioration and requires full depth reconstruction.



Sam Rankin Reconstruction

Scope Breakdown

Scope of Design Work

- Design, Bidding, and Construction Services
- Topographic and Boundary Survey
- Subsurface Utility Exploration (SUE)
- Geotechnical Engineering
- Drainage Analysis
- Assistance with Union Pacific Coordination

Project Schedule

- Design Award – August 2025
- Advertise for Bids – June 2026
- Award Construction – August 2026
- Construction Completion – August 2027

Sam Rankin Reconstruction

Financial Information

DESCRIPTION OF SERVICES	SERVICE ORDER BREAKDOWN
BASIC SERVICES:	
Preliminary Design Phase	$ 215,508.00
Final Design Phase	$ 664,474.00
Bid Phase	$ 11,195.00
Construction Phase	$ 44,792.00
Subtotal, Basic Services	**$ 935,969.00***
SUPPORT SERVICES:	
Topographic Survey	$ 88,147.00
Geotechnical Report	$ 29,906.00
Subsurface Utility Investigation (SUE) - Level A	$ 23,185.00
Televising Utility Lines	$ 23,770.00
Texas Department of Licensing and Regulation (TDLR)	$ 8,982.00
Union Pacific Railroad Coordination	$ 123,058.00
Public Involvement	$ 32,967.00
Subtotal, Support Services	**$ 330,015.00**
SUMMARY OF FEES:	
Basic Services Fee	$ 935,969.00
Support Services Fee	$ 330,015.00
Allowance for Addt'l Services (PCCA auth. only)	$ 106,016.00
TOTAL NOT TO EXCEED AMOUNT	**$1,372,000.00**

*includes $225,605 in design costs for stormwater drainage, which will be reimbursable by the City.

Project construction will be funded through TxDOT's Transportation Maritime Division's Seaport Connectivity Program grant of $6,733,044 with a 20% match by the Port.

Staff recommends approval of Service Order No. 3 with Freese and Nichols, Inc., in the amount of $1,372,000.00 for engineering services associated with the Sam Rankin Reconstruction Project.

Thank you

PORT CORPUS CHRISTI®

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

PROJECT NAME: Sam Rankin Reconstruction
PROJECT NO. 25-033A
SERVICE ORDER NO. 3
COMMENCEMENT DATE: August 20, 2025

This Service Order is executed by and 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 and PCCA recognize that this project is partially funded through a Texas Department of Transportation (TxDOT) grant and adherence to design schedule and submittal review timelines is especially important as not to put project funding at risk. Engineer and PCCA additionally recognize that funding for storm water improvements is through the City of Corpus Christi.

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 full depth reconstruction of Sam Rankin Street from Port Ave. to IH 37 as needed to accommodate heavy industrial loads coming into and out of the Port of Corpus Christi. The project will include both asphalt and concrete bid alternatives. The proposed improvements will include curb and gutter, driveways, storm water drainage improvements, utility adjustments, and construction of ADA-compliant pedestrian improvements. Associated improvements such as pavement markings, signage, and traffic control/construction sequencing will be made as required. Additional ROW acquisition is not anticipated for this project.

2. Services of Engineer (Scope of Services)

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

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

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

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	8/20/2025
Engineer – Prelim Design Submittal	**75**	**11/3/2025**
PCCA Team Review (includes City of Corpus review as applicable)	21	11/24/2025
• **Engineer - 60% Design Submittal**	**45**	**1/8/2026**
PCCA Team Review (includes City of Corpus review as applicable)	21	1/29/2026
• **Engineer - 90% Design Submittal**	**45**	**3/15/2026**
PCCA Team Review (includes City of Corpus review as applicable)	21	4/5/2026
• **Engineer - Unsealed Design Documents to PCCA PM**	**40**	**5/15/2026**
PCCA Project Manager Review	10	5/25/2026
• **Engineer - Final Sealed Documents Submittal**	**7**	**6/1/2026**

This Service Order will expire on January 31, 2028.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $1,372,000.

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 *(Preliminary Design - Stormwater Drainage Allocation: $70,962)**	$ 215,508.00
Final Design Phase *(Final Design - Stormwater Drainage Allocation: $154,643)**	$ 664,474.00
Bid Phase	$ 11,195.00
Construction Phase	$ 44,792.00
Subtotal, Basic Services	**$ 935,969.00**
SUPPORT SERVICES:	
Topographic Survey	$ 88,147.00
Geotechnical Report	$ 29,906.00
Subsurface Utility Investigation (SUE) - Level A	$ 23,185.00
Televising Utility Lines	$ 23,770.00
Texas Department of Licensing and Regulation (TDLR)	$ 8,982.00
Union Pacific Railroad Coordination	$ 123,058.00
Public Involvement	$ 32,967.00
Subtotal, Support Services	**$ 330,015.00**
SUMMARY OF FEES:	
Basic Services Fee	$ 935,969.00
Support Services Fee	$ 330,015.00
Allowance for add'l services *(PCCA's authorization only)*	$ 106,016.00
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$1,372,000.00**

** Stormwater Drainage allocation totals: $225,605*

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: Ron Guzman (Aug 11, 2025 16:49:26 CDT)

Name: Ron Guzman, P.E.

Title: Vice President/Principal

Date Signed: 08/11/2025

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:

Fernando Quintanilla

Title: Project Engineer

Phone Number: (361) 885-6692

Email: fquintanilla@pocca.com

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

This Project scope of work includes full topographic survey, detailed geotechnical investigation, subsurface utility investigation, televising of utility lines, Texas Department of Licensing and Regulation permitting, public involvement, and coordination with Union Pacific Railroad to support the design. The Engineer's scope of services for this Project is described below.

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

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

2. Engineer will proceed with the study and evaluation of:

   a. Available geotechnical data.

   b. Available survey data.

   c. Available data regarding pipelines and utilities in the area.

   d. Available data for the existing adjacent Al Speight Military Yard.

   e. Available property and easement data.

   f. Available drainage data from project stakeholders . The storm water drainage will be designed in accordance with City of Corpus Christi (City) stormwater criteria.

      i. Based on the City's design criteria for a Commercial Collector Street, the storm water system will be designed for the 5-year design storm, and the 100-yr design storm ponding shall not exceed the finished floor elevation of adjacent habitable structures.

      ii. The Rational Method will be used to determine the peak runoff using intensity values from the Atlas 14 data set.

      iii. Inlets and underground conveyance systems will be designed using commonly used software tools for storm sewer design.

   g. Available utility data from PCCA and other utility owners including the City.

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 meet 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) that, 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. Provide utility coordination for all existing utilities above and underground.

11. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design, applicable preliminary design calculations (with computer models and final computer runs when applicable), preliminary layouts of existing and proposed elements, photographs (with a photo key map), recommendations with evaluations of potential alternatives and options, and written descriptions of the Specific Project. The documents should also include such things as a location map, an overall site layout and preliminary site plan, preliminary typical sections of significant features, assumptions, utility maps, potential environmental or regulatory considerations, applicable FEMA maps, alternative considerations that may improve the project use or efficiency, and a summary of outstanding tasks, information, and/or decisions

needed. When applicable, include information on potential grant funding. The key elements and issues should be stated, including the basis and objective(s) of the Project. The preliminary layouts may be in the form of exhibits in the Report and should convey an approximate 30% design level representation of the existing and proposed features that will be the basis for the future detailed design.

12. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

13. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "***Report***") as requested by PCCA for interim review. Each section of the Report PDF shall be bookmarked. The bound Report will, as appropriate, include a Cover with the PCCA project name and number and the Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. 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.

14. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Report along with all other Preliminary Design Phase deliverables to PCCA, and review it with PCCA. Provide 1 hard copy 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.

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

16. In accordance with the time allotted in the Contract Schedule, revise the interim

Preliminary Design Report and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file and one bound hard copy of the signed and sealed Preliminary Design Report 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. Computer models, as applicable.

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.

E. Engineer's Exemptions

1. Not included in this Service Order:

    a. Water, wastewater, and gas line utility design. The scope will include adjustments of these utilities as needed to support final design. The design scope of work will include utility research and recommendations for upgrade or replacement of City owned water, wastewater, and gas utility lines. Utility design for upgrades or replacement will be considered an additional service.

    b. Environmental Permitting including 404 or other Federal permitting. All permitting (if required) will be provided by PCCA.

    c. Archeological investigations and permitting including coordination with Texas Historical Commission.

    d. Development of detailed traffic control drawings. Engineer will develop suggested construction sequencing and traffic control performance measures for the contractor who will prepare and submit detailed traffic control drawings for PCCA review and approval.

    e. Right-of-Way (ROW) and easement acquisition services.

    f. Preparation of a "no adverse impacts analysis".

    g. Preparation or submittals of Letters of Map Revision (LOMRs) or Conditional Letters of Map Revision (CLOMRs).

    h. Appearances before regulatory agencies other than the PCCA.

A1.02 Final Design Phase

A. Engineer shall:

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

2. 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 1 hard copy 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). Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

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

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

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

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

9. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 1 hard copy 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, Computer Models, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

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

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

   h. Written responses to PCCA review comments and questions on the previous

submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

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

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

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

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

    g. Submittal log and product cut sheets. The submittal log shall reference the

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

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

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

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

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

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide the following Bidding or Proposal Negotiating Phase services. If requested by PCCA, the Engineer shall:

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

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

3. Assist PCCA in evaluating bids or proposals.

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

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

contractors.

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

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

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

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

A1.04 Construction Phase

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

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

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

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

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

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

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

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

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

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

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

the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

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

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

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

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

13. Inspections and Tests:

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

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

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

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

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

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

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

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

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

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

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

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

4. 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 approximately 4,000 linear feet of road survey of Sam Rankin Street.

   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. Borings will be performed at nine core locations. (Total Number of Borings: 9; five (5) borings will be drilled to a depth of 20 feet and four (4) borings will be drilled to a depth of 5 feet. Total Linear Feet of Drilling: 120 LF)

   d. Both flexible (asphalt) and rigid (concrete) pavement recommendations will be provided. Both heavy and light-duty pavement sections will be included.

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

3. Subsurface Utility Investigation (SUE): The purpose of the SUE investigation is to assist in determining the presence and location of subsurface utilities for the above referenced project including Quality Levels A (QLA). It is anticipated that the following utilities may be encountered: water, gas, oil, electric (including lighting), telephone, and fiber optic. Please note that irrigation utilities are not included within the scope of this project.

   a. Quality Level A - Locating (Test Hole) Services - This proposal includes an estimated 10 test hole locations to be determined by Engineer. Depth of proposed test holes are 5- to 8-foot. Location services will be used to find the horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. Location services will be performed at specific points within the project where precise vertical utility information is required to determine the extent of conflict or clearance with or from a proposed design element. Locate and identify the

precise horizontal and vertical position of existing facilities. Positive identification includes the determination or confirmation of facility type, size, depth, and composition. Backfill around the exposed facility using the excavated materials compacted in six-inch lifts. In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation. In pavement areas, restoration shall be with asphaltic cold mix or other pre-approved methods as required. It is anticipated there will be vacuum excavation in paved areas required for test holes on this project. In areas inaccessible by excavation truck or other equipment, electronic depths may be provided on designated utilities in lieu of test holes.

4. Televising Utility Lines: Provide cleaning and televising of existing wastewater (WW) utility lines to verify existing conditions. The scope of work includes inspection of the existing vitrified clay pipe (VCP) WW lines as shown on City GIS records. Wastewater lines that are shown to have been replaced or rehabilitated on City records are not included in this scope. Analyze photos and videos to recommend repairs and/or improvements and provide a written report with findings and recommendations. A copy of all photos and videos (in standard video and image format) shall be provided to PCCA. The investigation includes the following:

    a. Clean and televise 480 linear feet of existing 6" to 8" WW VCP pipe.

    b. Clean and televise 800 linear feet of existing 21" WW VCP pipe.

    c. Provide additional inspection of nine existing WW manholes within Sam Rankin Street between Port Avenue and Broadway Street to assess structural integrity.

    d. Provide Traffic Control as needed for the inspection.

5. Texas Department of Licensing and Regulation (TDLR):

    a. Register the project with the TDLR and pay associated fee. Provide copy of Contract Documents along with appropriate fee to TDLR for review and approval of accessibility requirements for pedestrian improvements by a Registered Accessibility Specialist (RAS). Coordinate RAS inspection services at the end of construction and pay associated fee.

6. Union Pacific Railroad Coordination: Engineer will coordinate with Union Pacific (UP) for surface improvements (paving improvements) to the UP rail grade crossings at Sam Rankin Street and W. Broadway Street. The scope tasks will include the following:

    a. Submittal through UP online submittal process, to include submittals for UP-required milestones utilizing drawings and exhibits required to be in UP format. The UP milestones are 10%, 25%, 30%, 90%, and 100%.

    b. UP requests 6-8 weeks for plan review of each submittal.

    c. Participate in up to (8) meetings with UP or UP representatives.

d. With PCCA support, work toward consent letter or permit from UP to allow construction of new grade crossing(s).

e. Specific scope exclusions include:

i. Hydrologic or hydraulic modeling, design of drainage conveyance improvements under the UP rail or other H&H or design modeling.

ii. Floodplain investigation or modification.

iii. Structural design for rail crossing, for hydraulic conveyance or other structural modeling or design.

iv. Rail crossing design beyond 100 LF each side of grade crossing.

7. Public Involvement:

a. Participate in up to two (2) public meetings. One public meeting shall be held during the preliminary phase and one public meeting shall be held prior to start of project construction. Prepare exhibits for meetings. Provide follow-up and response to citizen comments. Revise contract drawings to address citizen comments, as directed by PCCA. Significant revisions based on public meeting feedback may be negotiated for an additional fee.

Freese and Nichols - SO3 - 25-033A Sam Rankin Reconstruction

Final Audit Report 2025-08-11

Created:	2025-08-08
By:	Susana Garcia-Smythe (Susana@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp1vZg7H0gpLGX1wfPAoCguCJeWSV1kyg

"Freese and Nichols - SO3 - 25-033A Sam Rankin Reconstruction" History

Document created by Susana Garcia-Smythe (Susana@pocca.com)
2025-08-08 - 4:37:56 PM GMT- IP address: 64.183.208.115

Document emailed to Ron Guzman (rg@freese.com) for signature
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Email viewed by Ron Guzman (rg@freese.com)
2025-08-08 - 4:59:17 PM GMT- IP address: 67.214.66.2

Document e-signed by Ron Guzman (rg@freese.com)
Signature Date: 2025-08-11 - 9:49:26 PM GMT - Time Source: server- IP address: 97.75.108.6

Agreement completed.
2025-08-11 - 9:49:26 PM GMT

DATE:	August 19, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Leo Veloz, EIT Associate Project Engineer

Award a construction contract to SR Trident, Inc. in the amount of $976,095.25, the lowest and best bidder based on bids received on August 6, 2025, for the Oil Dock 4 Maintenance Project.

SUMMARY: Staff recommends the award of a construction contract to SR Trident, Inc. for the Oil Dock 4 Maintenance Project. On August 6, 2025, we received two responses to our Notice of Solicitation. SR Trident, Inc. submitted the lowest and best Evaluated Bid in the amount of $976,095.25.

BACKGROUND: Located at Avery Point, Oil Dock 4 (OD4) was constructed in 1961 and currently serves Valero, ONEOK, and Citgo. OD4 last saw major repairs in 2017. Last year, the PCCA Engineering Department formalized a programmatic long-term maintenance and improvements program for the PCCA's docks and related dock facilities, and staff have been working diligently to systematically address specific docks as part of this 30-year maintenance program. The long-term dock program has OD4 slated for maintenance this year in 2025.

The Port Commission approved a service order on April 16, 2024 and subsequently an amendment on October 15, 2024 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers for engineering services associated with this project in the total amount of $292,608.04, including a condition assessment report, detailed design, preparation of construction contract documents, and technical assistance during the project bidding and construction phases.

The contract documents were structured to include the following bid items to accomplish the project objectives:

- Base Bid: The scope of work generally consists of maintenance repairs and replacements to various dock components and structures. Dock structural concrete crack and spalling repairs located in sections of the dock and along the bulkhead will be performed. There will be installation of a new cathodic protection system for the barge fender piles and a new cathodic protection system consisting of anode sleds to protect the bulkhead sheet piling. There are extensive repairs to refurbishing seven existing barge fender panels and eight associated supporting

A-frame pile structures consisting of new pad eyes, top plate replacements, chain replacements, brace pipe replacements, and recoating, along with the pipe bollards. The A-frame piles will undergo pile jacket replacements. The Contractor will also demolish and dispose of ancillary dock elements such as old timber and corroded steel. There will be a ladder replacement at the front face of the dock on the barge fender panel system and a ladder replacement at mooring dolphin 5. The breasting structure repairs consists of fender element replacements, new chain replacement and configurations, fabrication and installation of new fender panel frame for one of the breasting structures, and generally cleaning and recoating of the existing panels. The mooring dolphin repairs generally consist of new pile wraps, cleaning and recoating various elements, and demolition of timber and attachment steel fasteners. The caisson structures will have a robust stainless steel reinforcing system installed, and the structure will be recoated. In addition, the dock house existing CMU walls will be repainted on the exterior, with new joint sealant at the windows, and a new door will be installed on the west side of the dock house. This is a lump sum bid item.

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

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

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

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

On August 6, 2025, we received two responses to our Notice of Solicitation, for which SR Trident, Inc. submitted the lowest and best Evaluated Bid in the amount of $976,095.25. The Evaluated Bid consists of $859,725.25 for the lump sum Base Bid; $4,500 per day of standby time for Additive Bid Item 1; $159.00 per linear foot for Additive Bid Item 2; and

$1,373.00 per cubic foot for Additive Bid Item 3. All Additive Bid items are unit rate cost items.

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

The construction contract duration is 200 calendar days. As with other Avery Point projects, PCCA continues to coordinate closely with the Avery Dock users to realize synergies with dock closures when possible.

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 $450,000 in 2025 and will include funding in the 2026 budget for completion of the project.

STAFF RECOMMENDATION: Staff recommends the award of a construction contract to SR Trident, Inc. in the amount of $976,095.25, for construction of the Oil Dock 4 Maintenance Project, to include the lump sum Base Bid amount of $859,725.25 and acceptance of following additive bid items and unit rate amounts: Additive Bid Item 1 at a unit rate of $4,500.00 per day for standby time; Additive Bid Item 2 at a unit rate of $159.00 per linear foot; and Additive Bid Item 3 at a unit rate of $1,373.00 per cubic foot.

DEPARTMENTAL CLEARANCES:

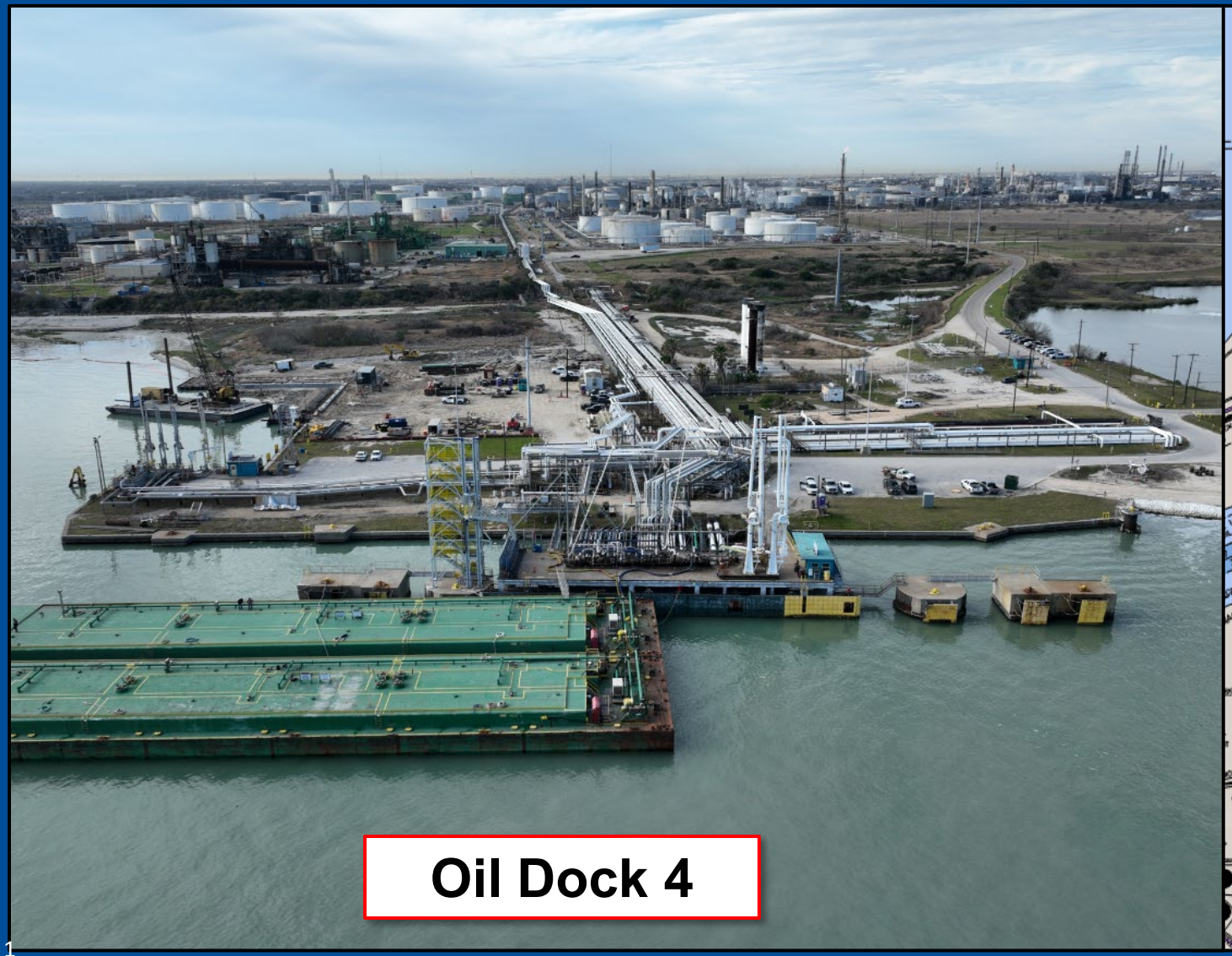
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Leo Veloz
Legal	Standard construction contract
Senior Staff	Kent Britton
	Kyle Hogan

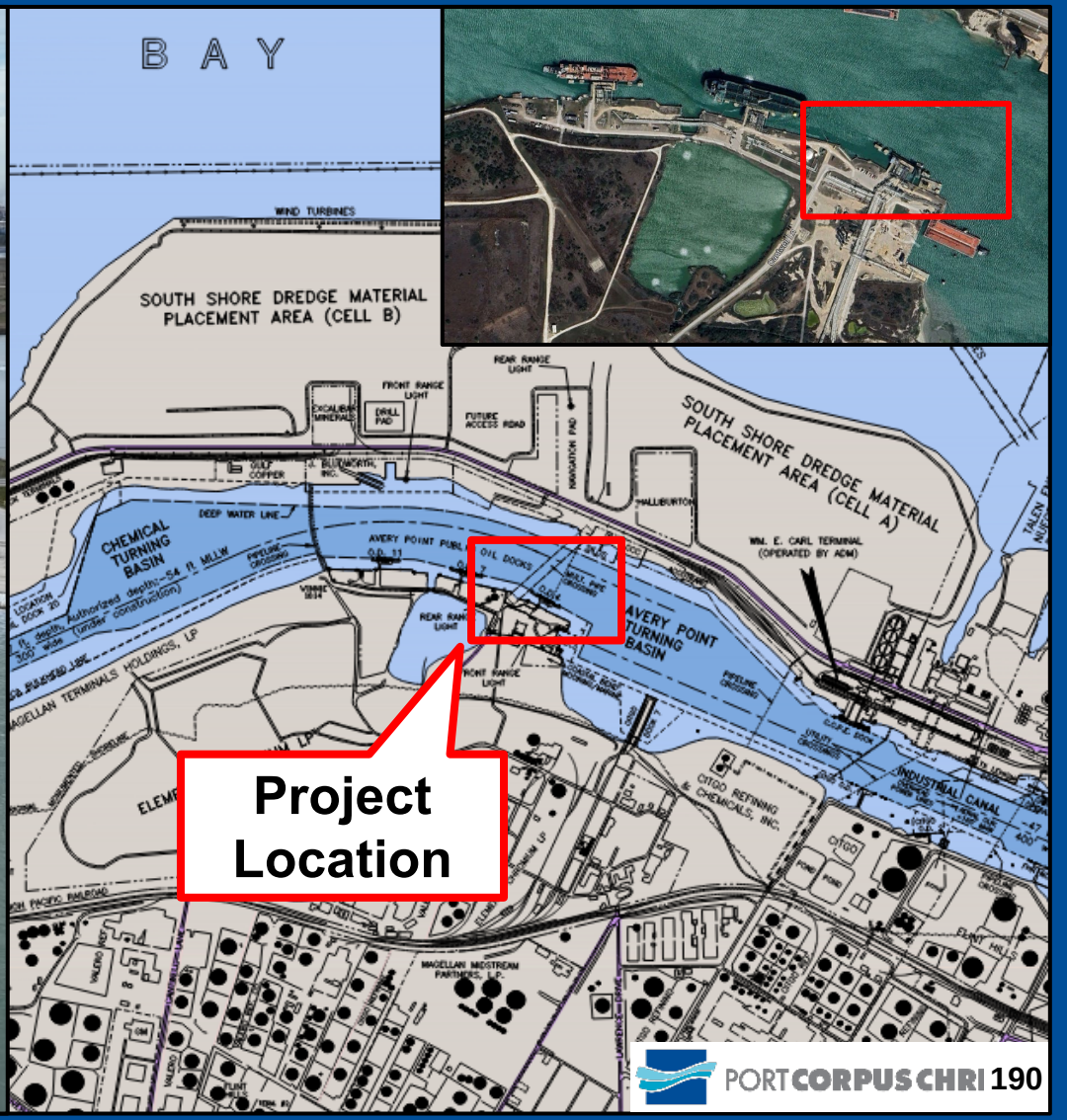
LIST OF SUPPORTING DOCUMENTS:

Exhibit
Solicitation Results

Oil Dock 4 Maintenance Project

Award of Construction Contract





Solicitation Results For
Oil Dock 4 Maintenance
Project No. 24-016B
Bid Opening: Wednesday, August 6, 2025 @ 3:00 PM CST

Company Name	Bid Bond or Cashiers Check	Base Bid	Additive Bid Item 1	Additive Bid Item 2	Additive Bid Item 3	Total Evaluated Bid	Addendum	
							No. 1	No. 2
SR Trident, Inc.	5% Bid Bond	$859,725.25	$4,500.00	$159.00	$1,373.00	$976,095.25	X	X
Russell Marine LLC	5% Bid Bond	$1,536,150.00	$12,500.00	$200.00	$2,300.00	$1,809,150.00	X	X

*Project to be complete within two hundred (200) calendar days of Notice to Proceed date.

BASE BID: The scope of work generally consist of concrete crack and spalling repairs, installation of cathodic protection system(s), barge fender panel repairs, pile structure repairs, cleaning & coating of various dock elements, demolition & disposal of ancillary dock elements, ladder replacement(s), breasting structure repairs, mooring structure repairs, and installation of pile jacket system(s)

Additive Bid Item 1- Standby Charges: Amount to be paid to the Contractor if and when dock utilization and Customer operations prevents the Contractor from working a minimum of 16 days within any one calendar month. Refer to Special Conditions Sections 1.05 and 1.06. This is a unit price bid item.

Additive Bid Item 2 Unit cost to provide additional crack repairs to include additional routing of concrete crack as well as sealing the crack and injecting repair material. This is a unit price bid item.

Additive Bid Item 3 Unit cost to provide additional spall, corrosion, and/or other unidentified repairs to include additional chipping, cutting, cleaning of concrete and applying the repair material. This is a unit price bid item.

Total Evaluated Bid: Base Bid (Total Lump Sum for Base Bid) + 16 x $_____ /DAY Additive Bid Item 1 + 20 x $_____ /LF Additive Bid Item 2 + 30 x $_____ /CF Additive Bid Item 3

Read By: Melinda Licon
Tabulated By: Claudia Rosalez
Checked & Prepared By: Paul Ayala
Date: 8/6/2025

DATE:	August 19, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Leo Veloz, EIT Associate Project Engineer

Award a construction contract to SR Trident, Inc. in the amount of $749,070.80, the lowest and best bidder based on bids received on August 6, 2025, for the Oil Dock 9 Maintenance Project.

SUMMARY: Staff recommends the award of a construction contract to SR Trident, Inc. for the Oil Dock 9 Maintenance Project. On August 6, 2025, we received two responses to our Notice of Solicitation. SR Trident submitted the lowest and best Evaluated Bid in the amount of $749,070.80.

BACKGROUND: Located at the Viola Turning Basin, Oil Dock 9 (OD9) was constructed in 1960 and currently serves Flint Hills. Aside from the repair of allision damage in 2010 and the replacement of a damaged breasting structure in 2016, OD9 has not seen major repairs in over 15 years. Last year, the PCCA Engineering Department formalized a programmatic long-term maintenance and improvements program for the PCCA's docks and related dock facilities, and staff have been working diligently to systematically address specific docks as part of this 30-year maintenance program. The long-term dock program has OD9 slated for major maintenance this year in 2025.

On April 16, 2024, the Port Commission approved a service order with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers in the amount of $164,614 for engineering services associated with this project, including a condition assessment report, detailed design, preparation of construction contract documents, and technical assistance during the project bidding and construction phases.

The contract documents were structured to include the following bid items to accomplish the project objectives:

- Base Bid: The scope of work generally includes maintenance repairs and replacements to various dock components and structures. The repairs to the five existing 4-pile breasting structures consist of mechanically cleaning and applying new coating to all exposed portions of pipe piles and brace struts and replacing all pile wraps, chain connectors, structure cap plates, and deficient cylindrical fenders. Scope also includes a substantial amount of dock structure concrete crack and spalling repairs located throughout the dock and along the bulkhead. Recoating of corroded steel elements like anchor bolts, flat plates, grating at mooring structures,

sheet piling at bulkhead and other supporting steel throughout the dock. Contractor will remove timber and steel support on mooring structures and install new pile wraps. Two new rubber ladders will be installed along the bulkhead. This is a lump sum bid item.

- Additive Bid Item 1: Unit cost to provide additional concrete crack repairs to include additional routing of crack as well as sealing the crack and injecting repair material should additional crack deficiencies be discovered during construction. This is a unit price bid item.

- Additive Bid Item 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 should additional spall deficiencies be discovered during construction. This is a unit price bid item.

- Additive Bid Item 3: Standby Charges: Amount to be paid to the Contractor if and when dock utilization and Customer operations prevent the Contractor from working a minimum of 16 days within any one calendar month. This is a unit price bid item.

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

On August 6, 2025, we received two responses to our Notice of Solicitation, for which SR Trident, Inc. submitted the lowest and best Evaluated Bid in the amount of $749,070.80. The Evaluated Bid consists of $617,190.80 for the lump sum Base Bid; $244.00 for Additive Bid Item 1; $1,300.00 per cubic foot for Additive Bid Item 2; and $5,500.00 per day of standby time for Additive Bid Item 3. All Additive Bid items are unit rate cost items.

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

The construction contract duration is 120 calendar days.

ALTERNATIVES: N/A

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

EMERGENCY: No.

FINANCIAL IMPACT: This project was included in this year's maintenance budget with an allocation of $500,000 in 2025.

STAFF RECOMMENDATION: Staff recommends the award of a construction contract to SR Trident, Inc. in the amount of $749,070.80, for construction of the Oil Dock 9 Maintenance Project, to include the lump sum Base Bid amount of $617,190.80 and acceptance of the following additive bid items and unit rate costs: Additive Bid Item 1 at a unit rate of $244.00 per linear foot; Additive Bid Item 2 at a unit rate of $1,300.00 per cubic foot; and Additive Bid Item 3 at a unit rate of $5,500.00 per each day for standby time.

DEPARTMENTAL CLEARANCES:

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

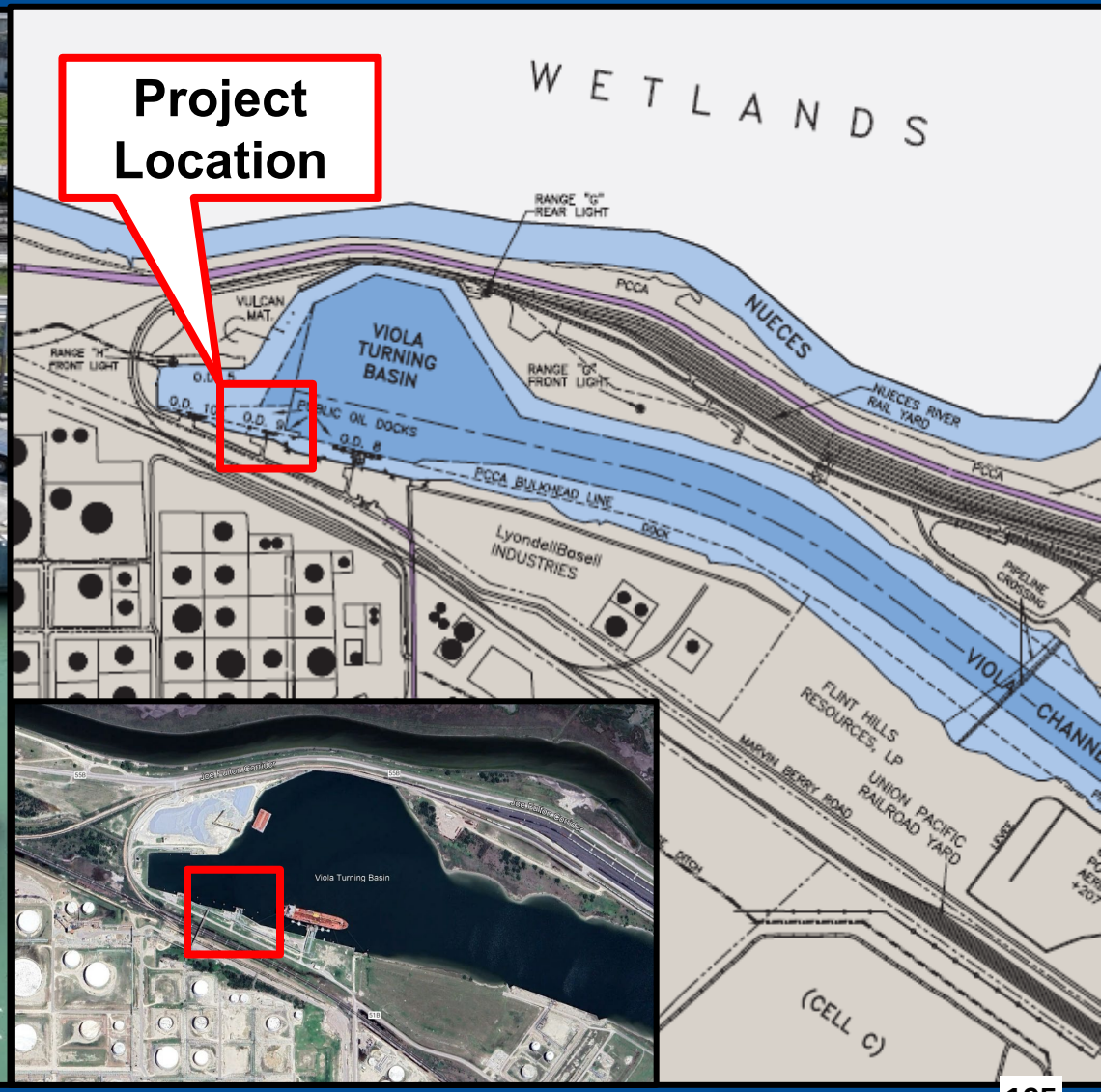
LIST OF SUPPORTING DOCUMENTS:

Exhibit
Solicitation Results

Oil Dock 9 Maintenance Project

Award of Construction Contract





Oil Dock 9 Maintenance
Project No. 24-016C
Bid Opening: Wednesday, August 6, 2025 @ 3:00 PM CST

Company Name	Bid Bond/ Cashier's Check	Base Bid	Additive Bid Item 1	Additive Bid Item 2	Additive Bid Item 3	Total Evaluated Bid	Addendum No 1
SR Trident Inc	5% Bid Bond	$617,100.80	$244.00	$1,300.00	$5,500.00	$745,980.80	X
Russell Marine LLC	5% Bid Bond	$912,078.00	$2,300.00	$200.00	$12,500.00	$1,185,078.00	X

*Project to be complete within one hundred twenty (120) calendar days of Notice to Proceed date.

BASE BID: The scope of work generally consist of concrete crack and spalling repairs, 4-pile breasting structure repairs, sheet pile repairs, mooring structure repairs, bulkhead repairs, mechanically cleaning & recoating of various dock elements, demolition & disposal of ancillary dock elements, installation of new pile wraps, ladder replacement(s), and expansion joint repairs. This is a lump sum bid item.

Additive Bid Item 1 Unit cost to provide additional crack repairs to include additional routing of concrete crack as well as sealing the crack and injecting repair material. This is a unit price bid item.

Additive Bid Item 2 Unit cost to provide additional spall, corrosion, and/or other unidentified repairs to include additional chipping, cutting, cleaning of concrete and applying the repair material. This is a unit price bid item.

Additive Bid Item 3 Amount to be paid to the Contractor if and when dock utilization and Customer operations prevents the Contractor from working a minimum of 16 days within any one calendar month. Refer to Special Conditions Sections 1.05 and 1.06. This is a unit price bid item.

Total Evaluated Bid Base Bid (Total Lump Sum for Base Bid) + 30 x $_____ /CF Additive Bid Item 1 + 20 x $_____ /LF Additive Bid Item 2 + 20 x $_____ /LF Additive Bid Item 2

Read By: Melinda Licon

Tabulated By: Claudia Rosalez

Checked & Prepared By: Paul Ayala

Date: 8/6/2025

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Daniel J. Koesema, P.E., CFM
Director of Channel Infrastructure

Approve Service Order No. 3 under Master Services Agreement No. 23-01 with Moffat & Nichol in an amount not to exceed $592,900 for engineering design services for the Industrial DMPA Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project.

SUMMARY: Staff requests approval of Service Order No. 3 under Master Services Agreement No. 23-01 with Moffat & Nichol in an amount of $592,900 for engineering design services for the Industrial DMPA Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project.

BACKGROUND: As part of the Corpus Christi Ship Channel Improvement Project, the U.S. Army Corps of Engineers beneficially used dredged material to create the 200-acre Industrial Beneficial Use Site in Nueces Bay, just west of South Shore Dredge Material Placement Area, Cell B. With construction now complete, the site will be transferred to PCCA for development as an upland DMPA to support dredge material placement from both PCCA and customer dredging projects. Planned improvements include raising and shaping the exterior levee, installing rock revetment for erosion protection, constructing an outfall box, and installing return-water piping to the Inner Harbor.

In June 2025, PCCA issued a Request for Qualifications (RFQ) seeking consultants interested in providing engineering services for the Industrial DMPA Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project. A PCCA selection team evaluated eleven (11) statements of qualification submitted and determined Moffat & Nichol to be the most qualified firm to perform the work. Moffat & Nichol has a local office and successful history of performing these services for PCCA.

Staff has negotiated Service Order No. 3 with Moffat & Nichol in an amount not to exceed $592,900 for the Industrial DMPA Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project. The scope includes preparing construction plans and specifications for operational and capacity improvements to the Industrial DMPA and armoring the levees with rock revetment to protect against erosion.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: N/A

FINANCIAL IMPACT: The FY25 Capital Budget includes $5,158,876 for Industrial DMPA Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project.

STAFF RECOMMENDATION: Staff recommends approval of Service Order No. 3 under Master Services Agreement No. 23-01 with Moffat & Nichol in an amount of $592,900 for engineering design services for the Industrial DMPA Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Channel Infrastructure
Reviewed & Approved	Daniel J. Koesema
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton
	Kyle Hogan

LIST FO SUPPORTING DOCUMENTS:

Moffat & Nichol Service Order No. 3
Exhibit

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 23-01

PROJECT NAME: Industrial DMPA Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project
PROJECT NO. 25-425A
SERVICE ORDER NO. 3
COMMENCEMENT DATE: August 19, 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 Industrial Dredge Material Placement Area (DMPA) Rock Revetment Shoreline Erosion Protection and Levee Raise Design Project consists of improvements to an approximately 200-acre DMPA along the Inner Harbor. Improvements will consist of armoring the levees and incorporating operational and capacity improvements to the dredge material placement area.

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	August 20, 2025
Engineer	Complete Site Visit	2 Weeks after NTP
Engineer	Submit Draft Basis of Design	5 Weeks after NTP
PCCA	Provide Comments on Draft Preliminary Basis of Design	2 Weeks after Draft Basis of Design Submittal
Engineer	Submit Final Preliminary Basis of Design	2 weeks after receipt of PCCA Comments
Engineer	Complete Topographic Survey	2 Months after NTP
Engineer	Complete Geotechnical Study	4 Months after NTP
Engineer	Submit Draft Preliminary (35%) Plans	4 Months after NTP
PCCA	Provide Comments on Draft Preliminary (35%) Plans	3 Weeks after Draft Preliminary (35%) Plans Submittal
Engineer	Submit 95% Plans and Specifications	7 Months after NTP
PCCA	Provide Comments on 95% Plans and Specifications	3 Weeks after 95% Plans and Specifications Submittal
Engineer	100% Plans and Specifications	2 Weeks after receipt of PCCA Comments
Engineer	Basis of Estimate	8 Months after NTP

This Service Order will expire December 31, 2026.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $186,800.

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

Description of Service	Amount
Kick-Off Meeting	$ 2,600
Site Visit	$ 8,700
Topographic and Bathymetric Survey	$ 37,300
Geotechnical Study	$ 159,600
Basis of Design	$ 37,700
Preliminary Design	$ 97,900
Permit Application Assistance	$ 13,400
Detailed Design	$ 179,500
Cost Estimating	$ 17,700
Bid Support	$ 14,300
Project Management & Coordination	$ 24,200
LUMP SUM AMOUNT	**$ 592,900**

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 (Topographic and Bathymetric Surveys)
Terracon Consultants, Inc. (Geotechnical Study)

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:

Javier Davila, P.E.

Title: Channel Infrastructure Manager

Phone Number: (361) 285-5076

E-Mail: jdavila@pocca.com

Engineer:

Moffatt & Nichol

By: _____

Name: Abhishek S. Shethji

Title: Vice President

Date Signed: August 12, 2025

Address for giving notice:
1780 Hughes Landing Boulevard
Suite 575
The Woodlands, Texas 77380

Engineer's Designated Representative:

Ray Devlin, P.E.

Title: Supervisory Engineer

Phone Number: (713) 999-5546

E-Mail: rdevlin@moffattnichol.com

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1 - BASIC SERVICES

A1.01 Kick-Off Meeting

A. **Kick-Off Meeting** – Engineer to participate in a kick-off meeting with PCCA and appropriate subcontractors via teleconference to define the following: lines of communication, review overall scope and schedule, review available data, and discuss site visit logistics.

B. **Meeting Minutes –** Engineer will provide Kick-Off Meeting Minutes in PDF format.

A1.02 Site Visit

A. **Site Visit –** Engineer to perform site inspection. Site inspection includes field investigation to characterize surface water hydrologic conditions and assess the condition and functionality of the existing infrastructure.

B. **Site Visit Summary** – Engineer will provide Site Visit Summary to communicate findings in PDF format.

A1.03 Topographic and Bathymetric Survey

A. **Topographic and Bathymetric Survey –** Engineer will conduct a site-specific topographic and bathymetric survey of the project limits through subcontractor (T. Baker Smith, LLC).

1. Surveys will be performed on 100 foot transect intervals. Nearshore transects will begin at the water line and run 500 feet seaward.

2. Aerial LiDAR technology will be used to collect topographic data for the DMPA.

3. Engineer will capture locations of borings performed for the geotechnical study.

4. Engineer will provide surveys in PDF and XYZ file formats.

A1.04 Geotechnical Study

A. **Geotechnical Study –** In coordination with PCCA, Engineer will conduct geotechnical study to characterize the prevailing geotechnical conditions of the site through subcontractor (Terracon Consultants, Inc.).

1. Site investigation will comprise both geotechnical borings with Standard Penetration Tests (SPTs) and Cone Penetration Tests (CPTs) at approximately 300 to 500 foot centers along the length of the site perimeter.

2. Site investigation will also consist of a number of borings within the containment area to determine the potential for using on-site material as borrow for the levee raises. Borings will be driven approximately 70 feet below grade to characterize the material's potential to support additional overburden.

3. Engineer will develop Geotechnical Report to include design recommendations to support slope stability, bearing, and seepage analyses.

B. **Geotechnical Study Deliverable –** Engineer will provide Geotechnical Report in PDF format.

A1.05 Basis of Design

A. **Basis of Design –** Engineer will conduct the following to be included in the Basis of Design:

1. Identify required storage demand for the DMPA site, including a 30- to 50-year assessment and potential requirement to receive quantities of new work materials, both of which would place different demands on the short-term management of the site.

2. Assess the type and volume of dredged material, the most likely dredge type (i.e. hydraulic cutter suction / mechanical), and develop an assessment of the required design criteria, performance requirements, and capacity requirements for the DMPA improvements. Included in this assessment will be functional requirements such as freeboard, the need for shoreline protection, suspended sediment concentration limits (for discharge), and levee crest widths and slopes.

3. Assess the prevailing metocean conditions, including incident wave parameters and undertake 1D modelling (including the use of ACES) to develop wave heights and periods developing across the open fetch of Nueces Bay.

4. Identify any specific DMPA features that require rehabilitation or construction, including identifying areas of instability, erosion, stormwater drainage deficiencies, vegetation management, pipeline access infrastructure improvements, and outfall structure design.

B. **Basis of Design Deliverable –** Basis of Design deliverable (in PDF Format) will include the following sections:

1. Introduction
2. Codes, Standards, and References
3. Stakeholders
4. Regulatory Requirements
5. Functional Requirements
6. Site Characterization (bathymetry, topography, geotechnical, climate, winds, waves, water levels, etc.)
7. DMPA Design and Capacity Criteria

A1.06 Preliminary Design

A. **Preliminary (35%) Design –** Engineer will advance the design of DMPA improvements to include preliminary levee crest elevation. Levee elevations will consider:

1. Ability to drain and consolidate successive layers of dredged material. Engineer will identify opportunities to drain specific sandy areas within the DMPA and explore additional draining mechanisms to maximize the residual capacity of the site to accommodate future maintenance materials.
2. Large levee lifts over low cohesion material will increase the potential for slope stability failures. Engineer will develop an initial, semi-quantitative, analysis of the ability to build up the levee using in-situ materials.
3. Disposal of cohesive materials will increase the required detention time needed to reduce TSS concentrations prior to discharge to levels permitted by the TCEQ. Engineer will perform any required DMPA analyses to determine disposal layer thickness, levee crest elevation training dike orientations, and retention times for the proposed dredged material disposal events. Engineer will use the USACE Engineering Manual (EM 1110-2-5027) guidance to determine the minimum surface area of the DMPA and the mean residence time of the disposed material.
4. Engineer will identify requirements for weirs, drop-outlet structures or build new structures. Effluent from Industrial DMPA will need to discharge into the Corpus Christi Ship Channel.
5. Engineer will assess the potential for borrow material to be sourced from the existing DMPA basin floor. This will include an assessment of groundwater conditions to

determine the potential depth of excavation, offset distance from the levee toe, and an assessment of the suitability of material to be placed in the earthen levee, either as compacted or as semi-compacted fill. Engineer will include a volumetric analysis of borrow material required.

B. **Preliminary (35%) Design Deliverable –** Engineer will develop preliminary (35%) engineering drawings in PDF format to identify infrastructure improvements or replacements, including weirs, outfall structures, dredged material discharge infrastructure, and shoreline protection.

A1.07 Permit Application Assistance

A. **Permit Application Assistance –** Engineer will develop required exhibits to assist PCCA in the permit application process and provide answers and clarifications to questions as needed. Excluded from Engineer's scope is development of environmental data or environmental surveys.

B. **Exhibit Deliverables –** Permit exhibits will be provided in PDF and DWG format.

A1.08 Detailed Design

A. **Detailed Design –** Engineer will advance the Preliminary (35%) Design to the 95% and 100% (Issued for Bid – IFB) phases of completion. Engineer will prepare calculation packages and construction plans and specifications. Calculation packages may include the following:

1. Geotechnical analysis for seepage, slope stability, and long-term settlement of the perimeter levee would be carried out. Circular and block/wedge slip failure modes would be analyzed using specialist geotechnical software, considering both drained and undrained conditions. Factors of safety will be developed per USACE's criterion in EM 1110-2-5025. If required, Engineer will analyze the existing dike foundation soils' bearing capacity and the potential onsite borrow source volume. In the case where relatively high levee raises are required, Engineer will determine if foundation soils need to be improved by re-working (i.e., with fly-ash treatment or excavating a couple of feet and recompact the dike foundation fill) to improve the bearing capacity.

2. Structural design of any required outfall structures, including all piles, gates, and culverts. Engineer will develop the pile layout and secondary components of the wall system for the anticipated loads.

3. Rock riprap, or other shoreline protection design. This may also include the design of rock armored weirs across the crest of the levee. Engineer will develop rock sizing, gradation, and geotextile designs.

4. Full Material Take-off for the purposes of cost estimation.

B. **Construction Drawings –** Engineer will prepare 95% Plans in PDF format. Engineer will prepare 100% (IFB, Signed and Sealed) Plans in PDF and DWG formats. Engineer will prepare a set of construction drawings, which shall be prepared under the supervision of a Professional Engineer licensed to practice in the State of Texas. The drawing size will be "D" size (22" x 34") utilizing AUTOCAD. The following drawings will be provided:

1. Title Sheet
2. General Notes and Abbreviations
3. Site Plan
4. Borings
5. Site Grading Plan (3 sheets)
6. Perimeter Cross Sections (7 Sheets)
7. Shoreline Protection Details (2 Sheets)
8. Weir Details (1 Sheet)
9. Drop Outlet Structure Plan
10. Drop Outlet Structure Section
11. Drop Outlet Structure Details

C. **Construction Specifications –** Engineer will prepare 95% Specifications in PDF format. Engineer will prepare 100% (IFB, Signed and Sealed) Specifications in PDF and DOCX formats. The following Specifications will be provided:

1. Earthwork
2. Shoreline Protection
3. Geotextile
4. Structural Steel
5. Steel Piles
6. Cast-in-Place Concrete
7. Timber
8. Drainage

A1.09 Cost Estimating

A. **Opinion of Probable Cost Estimate –** Engineer will provide a detailed opinion of the probable cost estimate, at the Class III level in accordance with the AACE Cost Estimate Classification System. The estimate will be based on utilizing data from past and current projects, along with Engineer's professionals with direct experience in the construction materials fabrication, dredging, and earthworks industries. The estimate shall include the different elements anticipated including the structures, marine equipment, earthworks, drainage design, and shoreline protection.

B. **Deliverable –** Engineer will provide Opinion of Probable Cost Estimate in PDF and excel format.

A1.10 Project Management & Coordination

Engineer will assign a Project Manager with the experience necessary to successfully complete the work specified in this scope. The Project Manager will guide the work effort and be responsible for its ultimate completion. Engineer will provide qualified engineers to execute the work.

This task includes all administrative functions related to the project such as invoicing, coordination with PCCA, establishing project controls and Quality Assurance/Quality Control programs.

A. **Meetings –** Engineer will coordinate the following meetings anticipated during the course of the project:

1. Kick-off Meeting (as included in Task A1.01)

2. Owner Weekly Interface/Progress Meeting Teleconferences

3. It is anticipated that there will be significant interface requirements between Engineer and the PCCA during the design of the DMPA modifications. Engineer will attend a weekly interface meeting via teleconference to observe and provide input as needed. The Engineer Project Manager, Deputy Project Manager and other pertinent professionals will attend Weekly Interface Meetings via teleconference.

B. **Project Controls** – Engineer will provide project controls during the timeframe of the project. This shall include the following:

1. Project Execution Plan

2. QA/QC Control Plan

3. Monthly Invoicing

C. **QA/QC** – This task includes the review of all documents produced by Engineer using Engineer's internal process and will follow the Engineer's QA/QC Control Plan.

PART 2—SUPPORT SERVICES

A2.01 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.

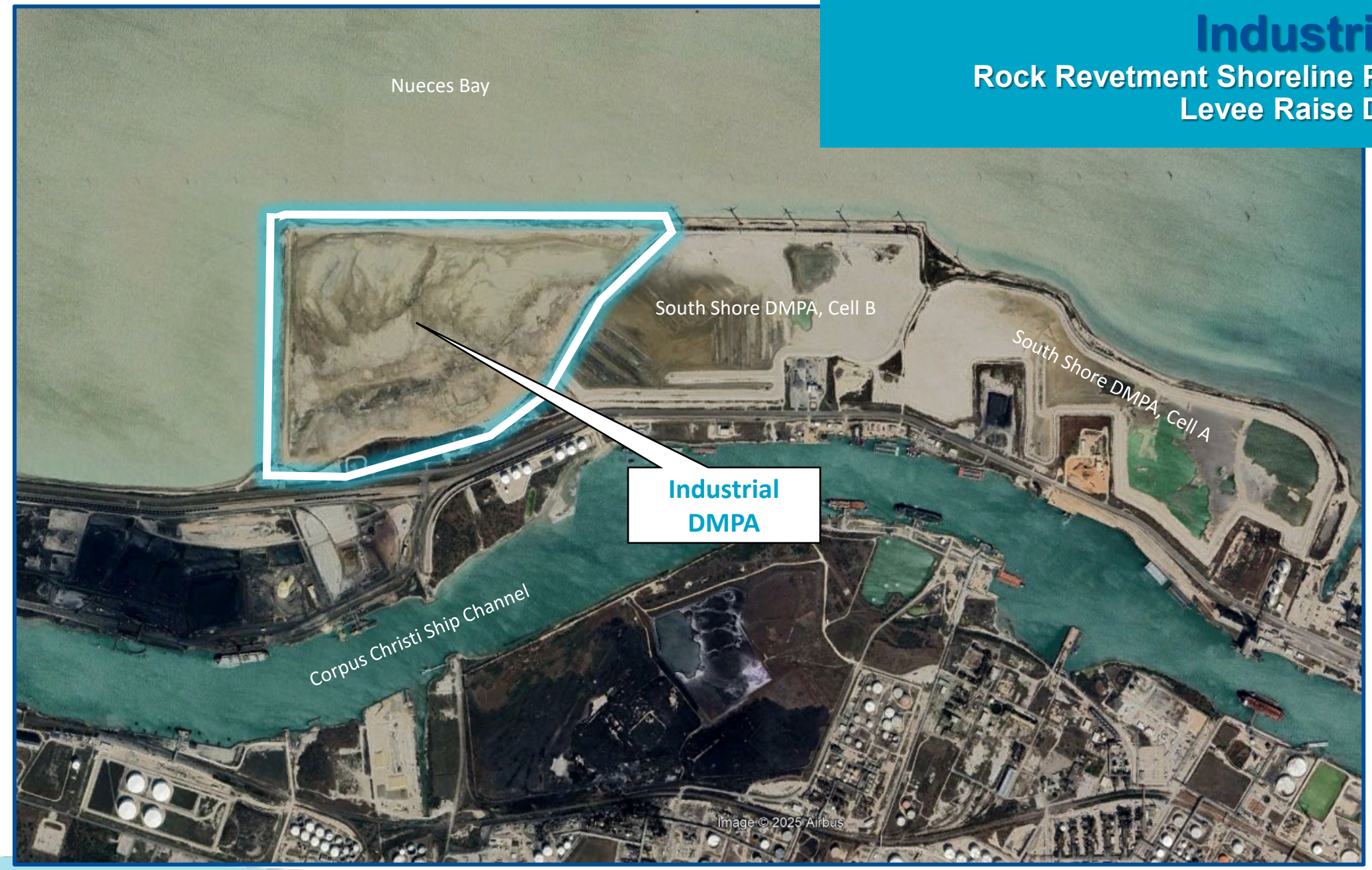
2. Preparation of addenda, as appropriate and as requested by PCCA, to clarify, correct, or revise the IFB documents.

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 into a conformed "Issued For Construction" plans and specifications package to be included in the executed construction contract.

Industrial DMPA

Rock Revetment Shoreline Protection and Levee Raise Design Project



PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025.

DATE: August 19, 2025

TO: Port Commission

FROM: Russell Cordo
russell@pocca.com
(361) 885-6166

Adopt Tariff 200 Item 2.311 requiring Line Handlers operating at the Port of Corpus Christi be licensed to uniform standards.

SUMMARY: Staff requests the Port Commission adopt a new tariff item (Item 2.311) in Tariff 200 requiring Line Handlers operating at the Port of Corpus Christi to be licensed to uniform standards.

BACKGROUND: The Port of Corpus Christi seeks to require the licensing of line handlers and to establish uniform standards with regards to proof of adequate insurance coverage, environmental stewardship, and safety protocols. The Port of Corpus Christi continues to see marked increases in larger class vessels. Optimizing all aspects of the vessel movement process is crucial in allowing the Port to meet these increasing vessel demands and line handlers play an integral part in this process. Requiring the licensing of line handlers will serve to limit the Port's liability exposure and promote continuity of service to stakeholders.

ALTERNATIVES: Continue with no requirements to become a line handler at the Port of Corpus Christi.

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 adopt Tariff 200 Item 2.311 requiring the Licensing of Line Handlers operating in the Port of Corpus Christi.

DEPARTMENTAL CLEARANCES:

Originating Department	Harbormaster's Office
Reviewed & Approved	Russell Cordo
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Tariff Item 2.311
Liner Handler License Application

ITEM 1.103 - Definitions

LINE HANDLER - Persons, firms, corporations or other business entities and their subsidiaries, engaged in physically mooring, unmooring, and shifting Vessels at the public wharves, docks, terminals, or facilities of the Port Authority.

ITEM 2.311 – Line Handler License

LICENSE REQUIRED

Beginning January 1, 2026, no person, firm, corporation or other business entity shall operate as or carry on the business of Line Handler at the Port of Corpus Christi unless and until there shall first have been obtained from the Port Authority a license authorizing such activity.

APPLICATION FOR LICENSE

Each company interested in obtaining or renewing a license to operate as a Line Handler at the Port of Corpus Christi shall file a completed Line Handler License Application which may be found on the Port Authority's website under the Business tab. Each application shall be accompanied by the necessary supporting information called for therein together with payment of the appropriate licensing fees. Such licensing fees are specified in the LICENSE FEES paragraph of this Item 2.311. Initial license and subsequent renewals shall be in effect for one calendar year from January 1 through December 31. New applications may be submitted, and new licenses may be issued during a calendar year; however, fees shall not be prorated for a partial year and renewals shall be as provided in the ISSUANCE OF LICENSE AND RENEWAL paragraph of this Item 2.311.

CONSIDERATION OF APPLICATION

A. The Port Authority shall review the application and may require additional information. If, after review of an application by Port Authority staff, the applicant is found to be a competent Line Handler with past practices which demonstrate a commitment to safe and efficient performance, the applicant will be so notified by Port Authority staff and a recommendation to issue a license will be made to the Port Commission. If the Port Commission approves, a license will be issued to the applicant. Applicants found by Port Authority staff to be unacceptable will be so notified. An applicant found to be unacceptable by Port Authority staff may appeal that finding to the Port Commission in an open meeting, and the Port Commission on its own motion may authorize the issuance of the requested license despite staff's finding.

B. Applicants must meet the following requirements:

    1. Submission of a completed application in which applicant agrees to remain in good standing with the Port Authority by complying with the rules and regulations of the Port Authority and the provisions of the Port Authority's tariff and any subsequent revisions thereof and by meeting the appropriate insurance requirements of the Port Authority.

    2. Proof of adequate insurance coverage as required in the LINE HANDLER INSURANCE paragraph of this Item 2.311.

    3. Applicant shall provide in its application the name, address, and telephone number of a person who shall have the authority to accept notices from the Port Authority, and to act as agent for service of process in judicial or administrative matters, on behalf of the applicant.

    4. Applicant shall provide a current Certificate of Good Standing from the state in which it is organized and evidence that it registered to do business in the State of Texas.

ISSUANCE OF LICENSE AND RENEWAL

If the Port Commission approves the application, the Port Authority will issue a license to the applicant to perform the services; provided, however, the Port Commission may limit the approved services in any way it deems necessary or appropriate. Issuance of a license shall be evidenced by the dated signature of a duly authorized Port Authority representative on the Application Form. If the license is granted, the applicant hereby agrees to perform the approved services in accordance with the Rules and Regulations of the Port Authority contained in Tariff 200.

Licenses will be issued for a period of one year from January 1 through December 31. The Port Authority will electronically send notices of renewal, including invoices for the Annual Renewal Fee, to all licensees on or about November 1 of each year. A license will automatically expire unless the Port Authority receives the application for renewal with the renewal fee no later than December 31 of the then current year. Failure to renew within the prescribed time will require the filing of a new original application, including original application fee, if the licensee desires to continue providing line handler services at the Port of Corpus Christi.

A license may be revoked or renewal denied if the licensee fails to comply with the requirements of this tariff item, including but not limited to the Rules and Regulations of the Port Authority contained in Tariff 200, is no longer in business or has been inactive continuously for six months immediately preceding notice of revocation or denial of renewal, unless good cause is shown for inactivity. No services may be performed by a licensee while its license is expired, is suspended, or has been revoked, or while action is pending on a new original application.

LICENSE FEES

License Type	Original Application Fee	Annual Renewal Fee
Line Handler	$2,500.00	$1,000.00

Application fees are non-refundable and will not be prorated for fractional parts of a year.

LICENSES ARE NON-TRANSFERRABLE

A license may not be transferred, assigned or otherwise used by anyone other than the licensee named in the license without the written consent of the Port Authority. Any attempt to transfer or assign a license contrary to this provision may be cause for revocation of the license.

LINE HANDLER INSURANCE

Without limiting the indemnity obligations or liabilities of licensee, or its insurers, licensee shall at all times its Line Handler license is in effect carry and maintain at its sole expense policies of insurance (the "Policies") of the types and in the minimum amounts as follows:

- For all its employees engaged in performing work, **Workers' Compensation** with statutory limits as required by the Texas Workers' Compensation Act, and **Employer's Liability** insurance with at least a $1,000,000 limit for each accident, for bodily injury by accident, and at least a $1,000,000 limit for each employee for bodily injury by disease, or such similar insurance which is in accordance with state and federal law applicable to said employees. Licensee shall maintain insurance coverage in compliance with the U.S. Longshore and Harbor Workers' Compensation Act for all employees engaged in maritime employment. Additionally, Licensee shall maintain **Maritime Employers Liability (MEL)** coverage, including coverage under the Jones Act, with limits of not less than $1,000,000 per occurrence. Coverage will include, but not be limited to, transportation, wages, maintenance and cure, as well as any other liabilities arising under such maritime employment.

- **Commercial General Liability (CGL)/Marine General Liability (MGL)** coverage (including "contractually assumed liability" coverage) on an occurrence basis with policy limits of at least $1,000,000 per occurrence and with general aggregate limits of at least $2,000,000. CGL must not contain any exclusions or restrictions in regards to vessels for coverage that would be applicable to bodily injury and/or property damage.
- **Business Auto Liability** coverage for all owned and non-owned vehicles, with a policy limit of not less than $1,000,000 per occurrence for bodily injury and property damage.
- **Umbrella liability** coverage limits of not less than $10,000,000 over and above the underlying primary coverage limits for CGL/MGL, MEL, Business Auto Liability & P&I.
- **Pollution Legal Liability** insurance covering bodily injury, property damage and other losses caused by pollution conditions resulting from licensee's operations, including pollution of any body of water, with a limit of not less than $5,000,000 per occurrence.
- **Protection and Indemnity** insurance coverage for any and all vessels the licensee uses to perform work with minimum limits of $1,000,000. The policy shall include coverage for crew members.

ADDITIONAL LICENSEE INSURANCE REQUIREMENTS

Port Authority shall be furnished, to the attention of Risk Management, prior to licensee being issued its license, as proof of the insurance required of licensee a certificate or certificates of insurance (and the endorsements required in this Item 2.311 shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to the Port Authority. Each of the Policies will be endorsed to (a) (except for Workers' Compensation and Employer's Liability insurance) name Port Authority, its Commissioners, officers, officials, employees and agents (collectively, the "Authority Parties") as an additional insured; (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Port Authority, Attention: Risk Management; (c) waive subrogation in favor of the Authority Parties; and (d) provide that notwithstanding any language in any policy of insurance held by the Port Authority ("Authority Insurance"), the policy or policies held by licensee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

Licensee shall deliver to Port Authority certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies and copies of new policies at least thirty (30) days prior to terminating any of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to Port Authority if either exceeds $50,000.00; and, in such event, Port Authority may decline to issue the applicant's license, without any liability on the part of Port Authority to licensee. The company writing each of the Policies must have a Financial Strength Rating of no less than "A-" and a Financial Size Category rating of at least "VI" by A.M. Best Company. If licensee neglects, refuses or otherwise fails to obtain and maintain any insurance required herein, such failure shall constitute a material breach of this Item 2.311. Port Authority reserves the right to suspend or terminate the license immediately if licensee fails to maintain the insurance required herein.

LINE HANDLER ENVIRONMENTAL REQUIREMENTS

All licensees shall comply with Port Authority's *Best Management Practices BMP Manual – Minimum Required BMPs When Operating at Port Authority Public Facilities*. This document can be found on the Port Authority's web page at https://portofcc.com/wp-content/uploads/BMP-MANUAL-REV-1-10252016.pdf.

As part of the license renewal process, the licensee must provide a brief overview of what BMPs were used throughout the year and include an inventory of spills and other environmental related

incidents that occurred and measures implemented to prevent the incidents from recurring.

Licensee will be evaluated on the environmental performance at the Port Authority's public docks and leased properties. Licenses may be limited based on environmental spills or incidents that occurred and were the responsibility of the Licensee.

LINE HANDLER SAFETY REQUIREMENTS

Licensee must provide a copy of the company's job specific safety plan for operations in the Port of Corpus Christi. Licensee must also provide documentation of its company's Experience Modification Rate (EMR). Licensee must provide incident and investigation forms for all recordable and reportable injuries that occur in the Port of Corpus Christi. Licensee must immediately report all reportable injuries that occur in the Port of Corpus Christi to the Port Police Department.

At a minimum, licensees must follow all local, state and federal safety laws. Licensee reportable and recordable injuries will be reviewed by the Port Authority Safety Department quarterly.

Licensee employees performing line handling operations must wear personal protective equipment (PPE) in accordance with 29 CFR 1917, Subpart E. Necessary PPE includes:

- A U.S. Coast Guard approved personal floatation device (with retro-reflective material if the operation is being carried out at night) (29 CFR 1917.95);
- Protective footwear (29 CFR 1917.94);
- Head protection (29 CFR 1917.93); and
- Gloves (29 CFR 1917.95).

Licensee employees performing line handling operations shall:

- Ensure that cargo, material, or vehicles do not obstruct the work surface during the mooring or unmooring of vessels (29 CFR 1917.16(a)).
- Have a U.S. Coast Guard approved 30-inch life ring, with at least 90 feet of line, readily accessible at each waterside work area where workers are exposed to drowning hazards. (29 CFR 1917.26(f))

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Tony MacDonald
Director of Operations
tmacdonald@pocca.com
361-885-6203

Approve Freight Handler License for Dun Transportation & Stringing Inc.

SUMMARY: Staff requests the Port Commission grant a freight handler license to Dun Transportation & Stringing Inc (DTS) to operate at the Port of Corpus Christi.

BACKGROUND: Port of Corpus Christi Authority Tariff 200, Item 2.242, states that no entity may operate as a stevedore or freight handler at the Port of Corpus Christi without first obtaining a license to conduct such activity.

DTS has experience in all phases of freight handling work, sufficient specialized company owned equipment, and experienced personnel which enables DTS to serve in a good, safe, and workman-like manner. All DTS motor cranes are certified annually by the Crane Inspection & Certification Bureau. All DTS trucks and trailers have a current Department of Transportation safety certificate.

DTS has worked in 43 states, five Canadian providences, and Mexico. It has unloaded, hauled and or strung in excess of 73,000 miles of various size pipes since 1945. The pipe ranged in size from 2" to 48" in diameter and 20' to 84' in length.

The DTS license application and support documentation was reviewed by Port staff including Safety, Risk Management and Environmental.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: Goal 3: Provide facilities and services to meet customer needs.

EMERGENCY: No.

FINANCIAL IMPACT: Original Freight Handler License Application Fee: $3,000.00.

STAFF RECOMMENDATION: Staff recommends the Port Commission grant Dun Transportation & Stringing Inc. a Freight Handler License to operate at the Port of Corpus Christi.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Tony MacDonald Regina Powers, Safety McKenzie Ward, Environmental Planning & Compliance Martha Valderrama, Risk Management
Legal	N/A
Senior Staff	Kyle Hogan, Chief Operating Officer

LIST OF SUPPORTING DOCUMENTS:

Dun Transportation & Stringing, Inc. application and related support documentation.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Diana Torres
Assistant Director Human Resources

Approve Temporary Employment Services Agreements with (1) L.K. Jordan & Associates; (2) Sterling Personnel, Inc.; (3) MGR Workforce; (4) Employee Risk Management Co., d/b/a All Temps Personnel Services; (5) BuzzClan, LLC; (6) Techgene Solutions, LLC; and (7) Tryfacta, Inc. based on proposals received on June 18, 2025, for as-needed temporary employee services with the estimated cumulative fees for all agreements in the amount of $350,000 per year.

SUMMARY: Staff requests the Port Commission approve Temporary Employment Services Agreements with **(**1) L.K. Jordan & Associates; (2) Sterling Personnel, Inc.; (3) MGR Workforce; (4) Employee Risk Management Co., d/b/a All Temps Personnel Services; (5) BuzzClan, LLC; (6) Techgene Solutions, LLC; and (7) Tryfacta, Inc. to provide temporary employment services to PCCA. The cumulative estimated amount for ALL temporary employment agency services is $350,000 per year. Each agreement is for a term of one year with two one-year option periods.

BACKGROUND: On May 28, 2025, PCCA issued a Request for Proposals (RFP) for temporary employment services. The RFP resulted in forty-eight (48) responses which were reviewed and ranked by a selection committee based on evaluation criteria specified in the RFP. Based on the selection committee's rankings, staff selected four (4) local firms and three (3) firms in large Texas metropolitan areas (Dallas and San Antonio) to provide temporary staffing services to the PCCA for a period of up to three (3) years. This item was presented at the August 5th Audit Committee meeting with a recommendation to approve.

ALTERNATIVES: Direct hires or overtime for current staff.

CONFORMITY TO PORT POLICY: Yes – Strategic Plan 6A-1 Recruit, Select & Retain the Best People.

EMERGENCY: No.

FINANCIAL IMPACT: $350,000 estimated per year for ALL temporary employment agency services. This is the average amount spent annually during the previous contract period with temporary employment agencies.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve Temporary Employment Services Agreements with the following agencies effective September 19, 2025: (1) L.K. Jordan & Associates; (2) Sterling Personnel, Inc.; (3) MGR Workforce; (4) Employee Risk Management Co., d/b/a All Temps Personnel Services; (5) BuzzClan, LLC; (6) Techgene

Solutions, LLC; and (7) Tryfacta, Inc.

DEPARTMENTAL CLEARANCES:

Originating Department	Human Resources
Reviewed & Approved	Diana Torres
Legal	Dane Bruun
Executive Staff	Brenda Reed
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Committee Member Ranking Document

Temporary Employment Services Agreements

1. L.K. Jordan & Associates - Local
2. Sterling Personnel, Inc.- Local
3. MGR Workforce - Local
4. Employee Risk Management Co., d/b/a All Temps Personnel Services - Local
5. BuzzClan, LLC – Dallas, TX
6. Techgene Solutions, LLC – Dallas, TX
7. Tryfacta, Inc. – San Antonio, TX

August 19, 2025

Approval for Temporary Employment Agency Services Agreements

Commission Meeting

Diana Torres| Assistant Director, Human Resources

Presented by PORT CORPUS CHRISTI®

Request Approval for Temporary Employment Services Agreements

May 28, 2025

Issued RFP for Temporary Services

- **48 Vendors responded to RFP**

- **Cumulative agreements estimated at $350,000 per contract year.**
- **Use of temporary agencies for a period up to three (3) years.**

- Staff recommends 4 local temporary employment agencies
  - L.K. Jordan & Associates
  - Sterling Personnel, Inc.
  - MGR Workforce
  - Employee Risk Management Co., DBA All Temps Personnel Services

- Staff recommends 3 non-local temporary employment agencies
  - BuzzClan, LLC
  - Techgene Solutions, LLC
  - Tryfacta, Inc

PORT CORPUS CHRISTI®

TEMPORARY EMPLOYMENT SERVICES AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2025 ("Effective Date"), between L.K. Jordan & Associates (referred to in this Agreement as the "Agency"), and Port of Corpus Christi Authority of Nueces County, Texas (referred to in this Agreement as the "PCCA"), 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the competitive bidding requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

"Agency's Representative" means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be *April DeLeon, Corpus Christi Branch Manager*. Agency may change its representative at any time by giving the PCCA Assistant Director of Human Resources written notice of the new representative's name, address, and contact information.

"Claims" means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, fines and penalties of any nature or description.

"EMS Requirements" means the PCCA EMS Compliance Requirements for Temporary Employees;

"Facility(s)" means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

"Hourly Rate" means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

"Human Resources Manager" means the PCCA Human Resources Manager.

"Job Description" means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Assistant Director of Human Resources furnishes to the Agency's Representative pursuant to Section 3.1, as applicable.

"Legal Costs" means court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Markup Percentage" means, for administrative services, the sum of 100% plus 41%, and, for industrial services, the sum of 100% plus 42 %.

"Overtime Hourly Rate" means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

"PCCA" means Port of Corpus Christi Authority of Nueces County, Texas.

"PCCA Party(ies)" means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

"PCCA Manager" means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

"Port Commissioners" means the Port Commissioners of PCCA.

"RFP" means PCCA's Request for Proposals for Temporary Employment Agency Services, dated May 28, 2025.

"Safety Sensitive Jobs" means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

"Temporary Employee Guide" means the PCCA Temporary Employee Guide, as may be amended from time to time.

"Temporary Employee(s)" means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

"Temporary Employment Service" means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

(a) an employee absence;
(b) a temporary skill shortage;
(c) a seasonal workload; or
(d) a special assignment or project.

"Unsatisfactory Performance" means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA's sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Assistant Director of Human Resources and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency's receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA's best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency's employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws. Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to

perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United Sates or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding timecards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted

to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such f01mat as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Assistant Director of Human Resources and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre- employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee or his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary

Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Assistant Director of Human Resources, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

3.16 Independent Contractor. At all times during the Term of the Agreement, Agency shall be an independent contractor, and Agency shall not in any event be deemed to be an employee, partner, joint venturer or other representative of PCCA and the officers, agents and employees of the Agency shall not be or be deemed to be agents, servants or employees of PCCA. Persons employed by the Agency shall at all times be deemed to be the employees of the Agency, and the Agency shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Agency. Agency shall remain solely responsible for the supervision and performance of the Temporary Employees in completing its obligations under this Agreement.

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations.

Section 4. Agency's Fees and Invoice. On or before the tenth (day of each month, Agency shall prepare and submit to the Assistant Director of Human Resources for approval or modification an

invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Assistant Director of Human Resources. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage as described in Exhibit B, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has

been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. PCCA property includes all land, parking areas, facilities, buildings and offices; open and covered cargo storage areas, cargo sheds and docks, including entryways and exits; also equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by PCCA. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable prov1s10ns of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from

PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18, 2026, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year (the "Second Renewal Term"), unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term or the Second Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18, 2028, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

10.3.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Agency:

1. Agency fails to perform any of its material duties or obligations under this Agreement, and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from PCCA;

2. Agency shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Agency and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;

3. Agency shall acknowledge in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or

4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

10.3.2 Rights of PCCA in Event of Default of Agency. Upon the occurrence and during the continuation of any Event of Default, PCCA may, in addition to any other rights provided in this Agreement, immediately terminate this Agreement without relieving the Agency of any of its obligations hereunder and pursue any remedy now or hereafter existing at law or in equity or otherwise.

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other formal communication related to the Agreement shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

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

If to Agency: April DeLeon
Corpus Christi Branch Manager
L.K. Jordan & Associates
400 Mann Street, Suite 410
Corpus Christi, TX 78401
Email: April.Deleon@lkjordan.com

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

Authority shall designate an Agreement Representative who will, on behalf of PCCA, coordinate with the Agency and administer this Agreement. It shall be the responsibility of the Agency to coordinate all assignment-related activities with the Agreement Representative.

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

Diana Torres
Assistant Director of Human Resources
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
(361) 885-6162
Email: dtorres@pocca.com

PCCA may change the Agreement Representative at any time by giving the Agency written notice of such change.

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and it supersedes all prior agreements, understandings, and arrangements, whether oral, written, or inferred, between the Parties relating to the subject matter hereof.

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

12.6 Assignability. Neither this Agreement nor any rights hereunder shall be assignable by either Party without the express written consent of the other Party.

12.7 Captions and Headings. The captions and headings used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that it's Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits the signed agreement to PCCA. This provision will only apply to contracts approved by the PCCA Port Commission. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

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

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the

Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 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.

12.16 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

_____
Date

L.K. JORDAN & ASSOCIATES

By: _____
Leslie Jordan (Jul 18, 2025 08:55 CDT)
Typed Name: _____
Title: _____

_____
Date

EXHIBIT A

AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours *(i.e.,* 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.

- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.

- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.

- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.

- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.

- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT B
FEE SCHEDULE

Markup Percentage:

- For administrative services will be computed at a forty-one percent (41%) mark-up above the pay rate.

- For industrial positions will be computed at a forty-two percent (42%) mark-up above the pay rate.

EXHIBIT C

INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease Policy Limit $1,000,000 Disease Each Employee
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	$500,000 CSL / Each Accident

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

E.	Professional Liability	$1,000,000 per claim/Aggregate

Proposer 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 Proposer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Proposer'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, Proposer 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 Proposer, Proposer 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, Proposer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Proposer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Proposer agrees to provide workers' compensation for Subcontractors and their employees. Proposer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Proposer 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". Proposer's liability shall not be limited to the specified amounts of insurance required herein.

Temporary Employment Services Agreement - LK Jordan & Associates

Final Audit Report 2025-07-18

Created:	2025-07-17
By:	Claudia Rosalez (crosalez@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZRwU0PvC87253wnS3lkmDZsTmbLMjuaG

"Temporary Employment Services Agreement - LK Jordan & Associates" History

Document created by Claudia Rosalez (crosalez@pocca.com)
2025-07-17 - 9:04:57 PM GMT- IP address: 64.183.208.115

Document emailed to april.deleon@lkjordan.com for signature
2025-07-17 - 9:07:45 PM GMT

Email viewed by april.deleon@lkjordan.com
2025-07-17 - 9:29:23 PM GMT- IP address: 107.216.105.252

Signer april.deleon@lkjordan.com entered name at signing as Leslie Jordan
2025-07-18 - 1:55:33 PM GMT- IP address: 166.196.61.98

Document e-signed by Leslie Jordan (april.deleon@lkjordan.com)
Signature Date: 2025-07-18 - 1:55:35 PM GMT - Time Source: server- IP address: 166.196.61.98

Agreement completed.
2025-07-18 - 1:55:35 PM GMT

TEMPORARY EMPLOYMENT SERVICES AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2025 ("Effective Date"), between Sterling Personnel, Inc. (referred to in this Agreement as the "Agency"), and Port of Corpus Christi Authority of Nueces County, Texas (referred to in this Agreement as the "PCCA"), 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the competitive bidding requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

"Agency's Representative" means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be *Ashley Canady, Branch Manager*. Agency may change its representative at any time by giving the PCCA Assistant Director of Human Resources written notice of the new representative's name, address, and contact information.

"Claims" means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, fines and penalties of any nature or description.

"EMS Requirements" means the PCCA EMS Compliance Requirements for Temporary Employees;

"Facility(s)" means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

"Hourly Rate" means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

"Human Resources Manager" means the PCCA Human Resources Manager.

"Job Description" means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Assistant Director of Human Resources furnishes to the Agency's Representative pursuant to Section 3.1, as applicable.

"Legal Costs" means court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Markup Percentage" means, for administrative services, the sum of 100% plus 30%, and, for industrial services, the sum of 100% plus 30%.

"Overtime Hourly Rate" means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

"PCCA" means Port of Corpus Christi Authority of Nueces County, Texas.

"PCCA Party(ies)" means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

"PCCA Manager" means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

"Port Commissioners" means the Port Commissioners of PCCA.

"RFP" means PCCA's Request for Proposals for Temporary Employment Agency Services, dated May 28, 2025.

"Safety Sensitive Jobs" means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

"Temporary Employee Guide" means the PCCA Temporary Employee Guide, as may be amended from time to time.

"Temporary Employee(s)" means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

"Temporary Employment Service" means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

(a) an employee absence;
(b) a temporary skill shortage;
(c) a seasonal workload; or
(d) a special assignment or project.

"Unsatisfactory Performance" means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA's sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Assistant Director of Human Resources and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency's receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA's best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency's employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws. Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to

perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United Sates or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding timecards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted

to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such f01mat as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Assistant Director of Human Resources and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre- employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee or his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary

Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Assistant Director of Human Resources, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

3.16 Independent Contractor. At all times during the Term of the Agreement, Agency shall be an independent contractor, and Agency shall not in any event be deemed to be an employee, partner, joint venturer or other representative of PCCA and the officers, agents and employees of the Agency shall not be or be deemed to be agents, servants or employees of PCCA. Persons employed by the Agency shall at all times be deemed to be the employees of the Agency, and the Agency shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Agency. Agency shall remain solely responsible for the supervision and performance of the Temporary Employees in completing its obligations under this Agreement.

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations.

Section 4. Agency's Fees and Invoice. On or before the tenth (day of each month, Agency shall prepare and submit to the Assistant Director of Human Resources for approval or modification an

invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Assistant Director of Human Resources. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage as described in Exhibit B, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN **CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.**

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has

been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. PCCA property includes all land, parking areas, facilities, buildings and offices; open and covered cargo storage areas, cargo sheds and docks, including entryways and exits; also equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by PCCA. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable prov1s10ns of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from

PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18, 2026, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year (the "Second Renewal Term"), unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term or the Second Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18, 2028, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

10.3.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Agency:

1. Agency fails to perform any of its material duties or obligations under this Agreement, and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from PCCA;

2. Agency shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Agency and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;

3. Agency shall acknowledge in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or

4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

10.3.2 Rights of PCCA in Event of Default of Agency. Upon the occurrence and during the continuation of any Event of Default, PCCA may, in addition to any other rights provided in this Agreement, immediately terminate this Agreement without relieving the Agency of any of its obligations hereunder and pursue any remedy now or hereafter existing at law or in equity or otherwise.

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other formal communication related to the Agreement shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

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

If to Agency: Mark Hampton, COO
Sterling Personnel, Inc.
3833 South Staples Street, Suite N103
Corpus Christi, TX 78411
Email: mhampton@projob.com

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

Authority shall designate an Agreement Representative who will, on behalf of PCCA, coordinate with the Agency and administer this Agreement. It shall be the responsibility of the Agency to coordinate all assignment-related activities with the Agreement Representative.

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

Diana Torres
Assistant Director of Human Resources
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
(361) 885-6162
Email: dtorres@pocca.com

PCCA may change the Agreement Representative at any time by giving the Agency written notice of such change.

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and it supersedes all prior agreements, understandings, and arrangements, whether oral, written, or inferred, between the Parties relating to the subject matter hereof.

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

12.6 Assignability. Neither this Agreement nor any rights hereunder shall be assignable by either Party without the express written consent of the other Party.

12.7 Captions and Headings. The captions and headings used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that it's Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits the signed agreement to PCCA. This provision will only apply to contracts approved by the PCCA Port Commission. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

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

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the

Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 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.

12.16 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

_____
Date

STERLING PERSONNEL, INC.

By: Mark Hampton
Mark Hampton (Jul 29, 2025 10:27:17 EDT)
Typed Name: Mark Hampton
Title: Mark Hampton

07/29/2025
Date

COO

EXHIBIT A
AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours *(i.e.,* 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.

- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.

- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.

- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.

- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.

- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT B
FEE SCHEDULE

Labor Category	Base Rate + Not to Exceed (NTE) Mark Up %	Overtime Rate + Not to Exceed (NTE) Mark Up %
Clerical	NTE, 34%	NTE, 30%
Administrative	NTE, 34%	NTE, 30%
Information Technology (IT)	NTE, 35%	NTE, 30%
Labor Operations (maintenance workers)	NTE, 37%	NTE, 35%
Accounting	NTE, 35%	NTE, 30%

EXHIBIT C

INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease Policy Limit $1,000,000 Disease Each Employee
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	$500,000 CSL / Each Accident

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

E.	Professional Liability	$1,000,000 per claim/Aggregate

Proposer 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 Proposer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Proposer'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, Proposer 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 Proposer, Proposer 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, Proposer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Proposer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Proposer agrees to provide workers' compensation for Subcontractors and their employees. Proposer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Proposer 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". Proposer's liability shall not be limited to the specified amounts of insurance required herein.

Temporary Employment Services Agreement - Sterling Personnel

Final Audit Report 2025-07-29

Created:	2025-07-29
By:	Claudia Rosalez (crosalez@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArbClvSHrjR9D1yWoyCZrNkDrUmcFNyN4

"Temporary Employment Services Agreement - Sterling Personnel" History

Document created by Claudia Rosalez (crosalez@pocca.com)
2025-07-29 - 2:23:04 PM GMT- IP address: 64.183.208.115

Document emailed to Mark Hampton (mhampton@projob.com) for signature
2025-07-29 - 2:25:08 PM GMT

Email viewed by Mark Hampton (mhampton@projob.com)
2025-07-29 - 2:25:27 PM GMT- IP address: 66.18.62.198

Document e-signed by Mark Hampton (mhampton@projob.com)
Signature Date: 2025-07-29 - 2:27:17 PM GMT - Time Source: server- IP address: 66.18.62.198

Agreement completed.
2025-07-29 - 2:27:17 PM GMT

TEMPORARY EMPLOYMENT SERVICES AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2025 ("Effective Date"), between MGR Workforce (referred to in this Agreement as the "Agency"), and Port of Corpus Christi Authority of Nueces County, Texas (referred to in this Agreement as the "PCCA"), 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the competitive bidding requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

"Agency's Representative" means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be *name and title*. Agency may change its representative at any time by giving the PCCA Assistant Director of Human Resources written notice of the new representative's name, address, and contact information.

"Claims" means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, fines and penalties of any nature or description.

"EMS Requirements" means the PCCA EMS Compliance Requirements for Temporary Employees;

"Facility(s)" means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

"Hourly Rate" means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

"Human Resources Manager" means the PCCA Human Resources Manager.

"Job Description" means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Assistant Director of Human Resources furnishes to the Agency's Representative pursuant to Section 3.1, as applicable.

"Legal Costs" means court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Markup Percentage" means, for administrative services, the sum of 100% plus __%, and, for industrial services, the sum of 100% plus __ %.

"Overtime Hourly Rate" means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

"PCCA" means Port of Corpus Christi Authority of Nueces County, Texas.

"PCCA Party(ies)" means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

"PCCA Manager" means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

"Port Commissioners" means the Port Commissioners of PCCA.

"RFP" means PCCA's Request for Proposals for Temporary Employment Agency Services, dated June 16, 2022.

"Safety Sensitive Jobs" means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

"Temporary Employee Guide" means the PCCA Temporary Employee Guide, as may be amended from time to time.

"Temporary Employee(s)" means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

"Temporary Employment Service" means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

(a) an employee absence;
(b) a temporary skill shortage;
(c) a seasonal workload; or
(d) a special assignment or project.

"Unsatisfactory Performance" means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA's sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Assistant Director of Human Resources and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency's receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA's best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency's employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws. Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to

perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United Sates or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding timecards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted

to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such f01mat as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Assistant Director of Human Resources and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre- employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee or his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary

Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Assistant Director of Human Resources, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

3.16 Independent Contractor. At all times during the Term of the Agreement, Agency shall be an independent contractor, and Agency shall not in any event be deemed to be an employee, partner, joint venturer or other representative of PCCA and the officers, agents and employees of the Agency shall not be or be deemed to be agents, servants or employees of PCCA. Persons employed by the Agency shall at all times be deemed to be the employees of the Agency, and the Agency shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Agency. Agency shall remain solely responsible for the supervision and performance of the Temporary Employees in completing its obligations under this Agreement.

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations.

Section 4. Agency's Fees and Invoice. On or before the tenth (day of each month, Agency shall prepare and submit to the Assistant Director of Human Resources for approval or modification an

invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Assistant Director of Human Resources. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage as described in Exhibit B, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN **CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.**

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has

been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. PCCA property includes all land, parking areas, facilities, buildings and offices; open and covered cargo storage areas, cargo sheds and docks, including entryways and exits; also equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by PCCA. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable prov1s10ns of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from

PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18, 2026, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year (the "Second Renewal Term"), unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term or the Second Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18, 2028, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

10.3.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Agency:

1. Agency fails to perform any of its material duties or obligations under this Agreement, and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from PCCA;

2. Agency shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Agency and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;

3. Agency shall acknowledge in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or

4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

10.3.2 Rights of PCCA in Event of Default of Agency. Upon the occurrence and during the continuation of any Event of Default, PCCA may, in addition to any other rights provided in this Agreement, immediately terminate this Agreement without relieving the Agency of any of its obligations hereunder and pursue any remedy now or hereafter existing at law or in equity or otherwise.

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other formal communication related to the Agreement shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

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

If to Agency: Graziano Roti
President
MGR Workforce
700 N. Carancahua Street, Suite 1650
Corpus Christi, Texas 78401
Email: graziano@mgrworkforce.com

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

Authority shall designate an Agreement Representative who will, on behalf of PCCA, coordinate with the Agency and administer this Agreement. It shall be the responsibility of the Agency to coordinate all assignment-related activities with the Agreement Representative.

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

Diana Torres
Assistant Director of Human Resources
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
(361) 885-6162
Email: dtorres@pocca.com

PCCA may change the Agreement Representative at any time by giving the Agency written notice of such change.

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and it supersedes all prior agreements, understandings, and arrangements, whether oral, written, or inferred, between the Parties relating to the subject matter hereof.

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

12.6 Assignability. Neither this Agreement nor any rights hereunder shall be assignable by either Party without the express written consent of the other Party.

12.7 Captions and Headings. The captions and headings used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that it's Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits the signed agreement to PCCA. This provision will only apply to contracts approved by the PCCA Port Commission. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

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

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the

Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 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.

12.16 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

_____
Date

MGR WORKFORCE

By: graziano roti
graziano roti (Jul 18, 2025 13:33 EDT)
Typed Name: Graziano Roti
Title: President

07/18/2025
Date

EXHIBIT A
AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours *(i.e.,* 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.

- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.

- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.

- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.

- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.

- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT B
FEE SCHEDULE

Service Category	Base Pay Rate	Markup (1.30x)	Total Bill Rate
Administrative Services	$20.00/hr	1.30	$26.00/hr
Industrial Services	$18.00/hr	1.30	$23.40/hr
Supervisory/Specialty Roles	$32.00/hr	1.30	$41.60/hr

EXHIBIT C
INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease Policy Limit $1,000,000 Disease Each Employee
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	$500,000 CSL / Each Accident

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

E.	Professional Liability	$1,000,000 per claim/Aggregate

Proposer 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 Proposer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Proposer'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, Proposer 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 Proposer, Proposer 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, Proposer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Proposer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Proposer agrees to provide workers' compensation for Subcontractors and their employees. Proposer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Proposer 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". Proposer's liability shall not be limited to the specified amounts of insurance required herein.

Temporary Employment Services Agreement - MGR Workforce

Final Audit Report 2025-07-18

Created:	2025-07-17
By:	Claudia Rosalez (crosalez@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH9dN_5zUlF9opkkGY1ia7wQQtjpg7k-W

"Temporary Employment Services Agreement - MGR Workforce " History

Document created by Claudia Rosalez (crosalez@pocca.com)
2025-07-17 - 9:14:10 PM GMT- IP address: 64.183.208.115

Document emailed to graziano@mgrworkforce.com for signature
2025-07-17 - 9:15:55 PM GMT

Email viewed by graziano@mgrworkforce.com
2025-07-17 - 9:16:04 PM GMT- IP address: 4.204.72.71

Signer graziano@mgrworkforce.com entered name at signing as graziano roti
2025-07-18 - 5:33:48 PM GMT- IP address: 99.236.122.237

Document e-signed by graziano roti (graziano@mgrworkforce.com)
Signature Date: 2025-07-18 - 5:33:50 PM GMT - Time Source: server- IP address: 99.236.122.237

Agreement completed.
2025-07-18 - 5:33:50 PM GMT

TEMPORARY EMPLOYMENT SERVICES AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2025 ("Effective Date"), between Employee Risk Management Co., LLC (ERMC) dba All Temps Personnel Services (referred to in this Agreement as the "Agency"), and Port of Corpus Christi Authority of Nueces County, Texas (referred to in this Agreement as the "PCCA"), 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the competitive bidding requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

"Agency's Representative" means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be *Rory Escobar, President*. Agency may change its representative at any time by giving the PCCA Assistant Director of Human Resources written notice of the new representative's name, address, and contact information.

"Claims" means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, fines and penalties of any nature or description.

"EMS Requirements" means the PCCA EMS Compliance Requirements for Temporary Employees;

"Facility(s)" means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

"Hourly Rate" means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

"Human Resources Manager" means the PCCA Human Resources Manager.

"Job Description" means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Assistant Director of Human Resources furnishes to the Agency's Representative pursuant to Section 3.1, as applicable.

"Legal Costs" means court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Markup Percentage" means, for administrative services, the sum of 100% plus 44%, and, for industrial services, the sum of 100% plus 49%.

"Overtime Hourly Rate" means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

"PCCA" means Port of Corpus Christi Authority of Nueces County, Texas.

"PCCA Party(ies)" means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

"PCCA Manager" means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

"Port Commissioners" means the Port Commissioners of PCCA.

"RFP" means PCCA's Request for Proposals for Temporary Employment Agency Services, dated May 28, 2025.

"Safety Sensitive Jobs" means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

"Temporary Employee Guide" means the PCCA Temporary Employee Guide, as may be amended from time to time.

"Temporary Employee(s)" means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

"Temporary Employment Service" means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

(a) an employee absence;
(b) a temporary skill shortage;
(c) a seasonal workload; or
(d) a special assignment or project.

"Unsatisfactory Performance" means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA's sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Assistant Director of Human Resources and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency's receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA's best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency's employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws. Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to

perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United Sates or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding timecards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted

to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such f01mat as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Assistant Director of Human Resources and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre- employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee or his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary

Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Assistant Director of Human Resources, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

3.16 Independent Contractor. At all times during the Term of the Agreement, Agency shall be an independent contractor, and Agency shall not in any event be deemed to be an employee, partner, joint venturer or other representative of PCCA and the officers, agents and employees of the Agency shall not be or be deemed to be agents, servants or employees of PCCA. Persons employed by the Agency shall at all times be deemed to be the employees of the Agency, and the Agency shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Agency. Agency shall remain solely responsible for the supervision and performance of the Temporary Employees in completing its obligations under this Agreement.

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations.

Section 4. Agency's Fees and Invoice. On or before the tenth (day of each month, Agency shall prepare and submit to the Assistant Director of Human Resources for approval or modification an

invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Assistant Director of Human Resources. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage as described in Exhibit B, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN **CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.**

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has

been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. PCCA property includes all land, parking areas, facilities, buildings and offices; open and covered cargo storage areas, cargo sheds and docks, including entryways and exits; also equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by PCCA. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable prov1s10ns of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from

PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18, 2026, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year (the "Second Renewal Term"), unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term or the Second Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18, 2028, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

10.3.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Agency:

1. Agency fails to perform any of its material duties or obligations under this Agreement, and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from PCCA;

2. Agency shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Agency and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;

3. Agency shall acknowledge in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or

4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

10.3.2 Rights of PCCA in Event of Default of Agency. Upon the occurrence and during the continuation of any Event of Default, PCCA may, in addition to any other rights provided in this Agreement, immediately terminate this Agreement without relieving the Agency of any of its obligations hereunder and pursue any remedy now or hereafter existing at law or in equity or otherwise.

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other formal communication related to the Agreement shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

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

If to Agency: Rory Escobar
Owner & President
Employee Risk Management Co., LLC (ERMC)
dba All Temps Personnel Services
321 Texan Trail, Suite 100
Corpus Christi, Texas 78411
Email: rescobar@alltempspersonnel.com

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

Authority shall designate an Agreement Representative who will, on behalf of PCCA, coordinate with the Agency and administer this Agreement. It shall be the responsibility of the Agency to coordinate all assignment-related activities with the Agreement Representative.

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

Diana Torres
Assistant Director of Human Resources
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
(361) 885-6162
Email: dtorres@pocca.com

PCCA may change the Agreement Representative at any time by giving the Agency written notice of such change.

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN **NUECES COUNTY, TEXAS.**

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and it supersedes all prior agreements, understandings, and arrangements, whether oral, written, or inferred, between the Parties relating to the subject matter hereof.

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

12.6 Assignability. Neither this Agreement nor any rights hereunder shall be assignable by either Party without the express written consent of the other Party.

12.7 Captions and Headings. The captions and headings used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that it's Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits the signed agreement to PCCA. This provision will only apply to contracts approved by the PCCA Port Commission. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

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

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that

develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 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.

12.16 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

_____
Date

EMPLOYEE RISK MANAGEMENT CO., LLC (ERMC) DBA ALL TEMPS PERSONNEL SERVICES

By: Rory Escobar
Rory Escobar (Jul 17, 2025 16:30 CDT)
Typed Name: Rory Escobar
Title: President

07/17/2025
Date

EXHIBIT A

AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours *(i.e.,* 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.

- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.

- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.

- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.

- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.

- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT B

FEE SCHEDULE

Non-Professional Series ➔ Calculated 62.5th Percentile Wage Survey Benchmarks

(Actual rates may vary by assignment length, complexity, and urgency and are negotiable.)

Position Title	Job Category	Estimated Direct Pay	Markup %	Fully Burdened Hourly Rate
Administrative/Clerical Services				
Administrative/Clerical Assistant I	Non-Professional	$18.00	44%	$26.10
Administrative/Clerical Assistant II	Non-Professional	$20.70	44%	$30.02
Administrative/Clerical Assistant III	Non-Professional	$22.80	44%	$33.06
Call/Contact Center Services				
Call/Contact Center Receptionist	Non-Professional	$18.50	44%	$26.83
Dispatcher	Non-Professional	$20.70	44%	$30.02
Traffic Control Services				
Traffic Control Specialist	Non-Professional	$19.50	49%	$29.25
Flaggers	Non-Professional	$18.50	49%	$27.75
Other Services				
Security Guards	Non-Professional	$16.00	49%	$24.00
Safety Supervisor	Non-Professional	$28.00	44%	$40.60
Operations Manager	Non-Professional	$42.50	44%	$61.63
Light Construction/Specialty Trades				
Industrial General Labor	Non-Professional	$18.00	49%	$27.00
Warehouse Associate	Non-Professional	$19.00	49%	$28.50
Maintenance and Code Enforcement	Non-Professional	$23.00	49%	$34.50
Plumber Apprentice	Non-Professional	$22.00	49%	$33.00
Journeyman Plumber	Non-Professional	$29.00	49%	$43.50
Estimator/Master Plumber	Non-Professional	$32.50	49%	$48.75
Roustabout	Non-Professional	$20.00	49%	$30.00
Backhoe Operator	Non-Professional	$26.00	49%	$39.00

Position Title	Job Category	Estimated Direct Pay	Markup %	Fully Burdened Hourly Rate
CDL A Driver	Non-Professional	$24.50	49%	$36.75
Construction Supervisor	Non-Professional	$ 34.00	49%	$51.00
Electrician Apprentice	Non-Professional	$20.00	49%	$30.00
Equipment Operator	Non-Professional	$27.00	49%	$40.50
Excavator Operator	Non-Professional	$28.00	49%	$42.00
First-Line Supervisor	Non-Professional	$31.00	49%	$46.50
Tradesman	Non-Professional	$25.00	49%	$37.50
Vactor Truck Driver	Non-Professional	$26.00	49%	$39.00
Warehouse Associate	Non-Professional	$26.50	49%	$39.75
Street Construction Worker	Non-Professional	$22.50	49%	$33.75
CNC Operator	Non-Professional	$23.50	49%	$35.25
Fitter	Non-Professional	$25.50	49%	$38.25
Grinder	Non-Professional	$22.50	49%	$33.75
Heavy Equipment Operator	Non-Professional	$28.50	49%	$42.75
Industrial Machinist	Non-Professional	$27.00	49%	$40.50
Metal Sheet Worker	Non-Professional	$23.00	49%	$34.50
Threader	Non-Professional	$21.50	49%	$32.25
Table Bender Operator	Non-Professional	$24.50	49%	$36.75
Commercial Electrician	Non-Professional	$31.00	49%	$46.50
Journeyman Electrician	Non-Professional	$33.00	49%	$49.50
Hose Fabricator	Non-Professional	$23.00	49%	$34.50
Band Saw Operator	Non-Professional	$20.50	49%	$30.75
Machine Operator	Non-Professional	$21.50	49%	$32.25

Position Title	Job Category	Estimated Direct Pay	Markup %	Fully Burdened Hourly Rate
Inspection Associate	Non-Professional	$24.00	49%	$36.00
CDL-Class C Driver	Non-Professional	$22.50	49%	$33.75
Carpenter	Non-Professional	$25.00	49%	$37.50
Custodian	Non-Professional	$16.50	49%	$24.75
HVAC Technician	Non-Professional	$27.00	49%	$40.50
Drywall & Painting Technician	Non-Professional	$23.00	49%	$34.50
Flooring Technician	Non-Professional	$24.00	49%	$36.00
Roof Repair Technician	Non-Professional	$25.00	49%	$37.50
Construction Superintendent	Non-Professional	$38.50	49%	$57.75
Facilities Manager	Non-Professional	$34.00	44%	$49.30
Ground Maintenance				
Groundskeeper	Non-Professional	$17.75	49%	$26.63

EXHIBIT C
INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease Policy Limit $1,000,000 Disease Each Employee
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	$500,000 CSL / Each Accident

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

E.	Professional Liability	$1,000,000 per claim/Aggregate

Proposer 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 Proposer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Proposer'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, Proposer 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 Proposer, Proposer 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, Proposer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Proposer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Proposer agrees to provide workers' compensation for Subcontractors and their employees. Proposer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Proposer 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". Proposer's liability shall not be limited to the specified amounts of insurance required herein.

Temporary Employment Services Agreement - All Temps Personnel Services

Final Audit Report 2025-07-17

Created:	2025-07-17
By:	Claudia Rosalez (crosalez@pocca.com)
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TEMPORARY EMPLOYMENT SERVICES AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2025 ("Effective Date"), between BuzzClan, LLC (referred to in this Agreement as the "Agency"), and Port of Corpus Christi Authority of Nueces County, Texas (referred to in this Agreement as the "PCCA"), 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the competitive bidding requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

"Agency's Representative" means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be *Manish Sharma, Project Manager*. Agency may change its representative at any time by giving the PCCA Assistant Director of Human Resources written notice of the new representative's name, address, and contact information.

"Claims" means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, fines and penalties of any nature or description.

"EMS Requirements" means the PCCA EMS Compliance Requirements for Temporary Employees;

"Facility(s)" means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

"Hourly Rate" means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

"Human Resources Manager" means the PCCA Human Resources Manager.

"Job Description" means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Assistant Director of Human Resources furnishes to the Agency's Representative pursuant to Section 3.1, as applicable.

"Legal Costs" means court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Markup Percentage" means, for administrative services, the sum of 100% plus __%, and, for industrial services, the sum of 100% plus __ %.

"Overtime Hourly Rate" means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

"PCCA" means Port of Corpus Christi Authority of Nueces County, Texas.

"PCCA Party(ies)" means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

"PCCA Manager" means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

"Port Commissioners" means the Port Commissioners of PCCA.

"RFP" means PCCA's Request for Proposals for Temporary Employment Agency Services, dated May 28, 2025.

"Safety Sensitive Jobs" means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

"Temporary Employee Guide" means the PCCA Temporary Employee Guide, as may be amended from time to time.

"Temporary Employee(s)" means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

"Temporary Employment Service" means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

(a) an employee absence;
(b) a temporary skill shortage;
(c) a seasonal workload; or
(d) a special assignment or project.

"Unsatisfactory Performance" means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA's sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Assistant Director of Human Resources and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency's receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA's best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency's employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws. Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to

perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United Sates or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding timecards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted

to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such f01mat as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Assistant Director of Human Resources and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre- employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee or his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary

Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Assistant Director of Human Resources, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

3.16 Independent Contractor. At all times during the Term of the Agreement, Agency shall be an independent contractor, and Agency shall not in any event be deemed to be an employee, partner, joint venturer or other representative of PCCA and the officers, agents and employees of the Agency shall not be or be deemed to be agents, servants or employees of PCCA. Persons employed by the Agency shall at all times be deemed to be the employees of the Agency, and the Agency shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Agency. Agency shall remain solely responsible for the supervision and performance of the Temporary Employees in completing its obligations under this Agreement.

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations.

Section 4. Agency's Fees and Invoice. On or before the tenth (day of each month, Agency shall prepare and submit to the Assistant Director of Human Resources for approval or modification an

invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Assistant Director of Human Resources. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage as described in Exhibit B, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has

been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. PCCA property includes all land, parking areas, facilities, buildings and offices; open and covered cargo storage areas, cargo sheds and docks, including entryways and exits; also equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by PCCA. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable prov1s10ns of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from

PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18, 2026, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year (the "Second Renewal Term"), unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term or the Second Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18, 2028, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

10.3.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Agency:

1. Agency fails to perform any of its material duties or obligations under this Agreement, and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from PCCA;

2. Agency shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Agency and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;

3. Agency shall acknowledge in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or

4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

10.3.2 Rights of PCCA in Event of Default of Agency. Upon the occurrence and during the continuation of any Event of Default, PCCA may, in addition to any other rights provided in this Agreement, immediately terminate this Agreement without relieving the Agency of any of its obligations hereunder and pursue any remedy now or hereafter existing at law or in equity or otherwise.

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other formal communication related to the Agreement shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

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

If to Agency: Sachin Jain
CTO
BuzzClan, LLC
2300 Olympia Dr #271349
Flower Mount, Texas 75027
Email: presales@buzzclan.com

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

Authority shall designate an Agreement Representative who will, on behalf of PCCA, coordinate with the Agency and administer this Agreement. It shall be the responsibility of the Agency to coordinate all assignment-related activities with the Agreement Representative.

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

Diana Torres
Assistant Director of Human Resources
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
(361) 885-6162
Email: dtorres@pocca.com

PCCA may change the Agreement Representative at any time by giving the Agency written notice of such change.

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and it supersedes all prior agreements, understandings, and arrangements, whether oral, written, or inferred, between the Parties relating to the subject matter hereof.

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

12.6 Assignability. Neither this Agreement nor any rights hereunder shall be assignable by either Party without the express written consent of the other Party.

12.7 Captions and Headings. The captions and headings used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that it's Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits the signed agreement to PCCA. This provision will only apply to contracts approved by the PCCA Port Commission. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

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

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the

Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 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.

12.16 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

_____
Date

BUZZCLAN, LLC

By: Sachin Jain
Sachin Jain (Jul 18, 2025 12:17 CDT)
Typed Name: Sachin Jain
Title: CTO

07/18/2025
Date

EXHIBIT A

AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours *(i.e.,* 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.

- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.

- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.

- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.

- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.

- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT B
FEE SCHEDULE

Type of Services	Positions	BAFO Rates
Administrative/Clerical Services	Administrative Assistant	$27.24
	Executive Assistant	$48.24
	Administrative Assistant	$27.24
	Executive Assistant	$48.24
	Office Manager	$37.52
	Receptionist	$26.80
	Office Clerk	$26.80
	Data Entry Clerk	$26.80
	Front Desk Coordinator	$26.80
	File Clerk	$26.80
	HR Assistant	$29.48
	Payroll Assistant	$29.48
	Accounting Clerk	$32.16
	Operations Assistant	$33.50
	Administrative Coordinator	$33.50
	Customer Service Administrator	$32.16
	Records Specialist	$33.50
	Facilities Administrator	$33.50
	Document Control Specialist	$33.50
	Office Clerk	$26.80
	Data Entry Specialist	$26.80
	Receptionist	$26.80
Accounting/Finance Services	Accountant	$50.92
	Financial Analyst	$54.94
	Payroll Specialist	$34.84
	Tax Specialist	$29.48
Information Technology Services	IT Support Specialist	$42.24
	Software Developer	$79.20
	Network Technician	$72.60
	Systems Administrator	$85.80
	IT Analyst	$79.20
	Network Administrator	$72.60
	Database Administrator	$79.20
	Cybersecurity Analyst	$92.40
	Cloud Engineer	$105.60
	IT Project Manager	$92.40
	IT Operations Manager	$105.60
	Solutions Architect	$99.00
	DevOps Engineer	$99.00
	Chief Information Officer (CIO)	$112.20
	Application Support Specialist	$52.80
	Systems Engineer	$85.80
	Software Quality Assurance Analyst	$66.00
	IT Security Specialist	$79.20
	IT Trainer	$59.40
	Systems Analyst	$85.80
	Data Analyst	$72.60
	Application Support Specialist	$52.80
	Software Developer	$79.20

Type of Services	Positions	BAFO Rates
	Database Administrator	$72.60
	Network Administrator	$72.60
	IT Support Specialist	$46.20
	Cloud Engineer	$99.00
	Cybersecurity Analyst	$85.80
	QA Analyst	$66.00
	ETL Developer	$85.80
	Power BI / Tableau Developer	$79.20
	LMS Administrator	$66.00
	Technical Writer	$63.36

EXHIBIT C

INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease Policy Limit $1,000,000 Disease Each Employee
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	$500,000 CSL / Each Accident

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

E.	Professional Liability	$1,000,000 per claim/Aggregate

Proposer 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 Proposer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Proposer'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, Proposer 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 Proposer, Proposer 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, Proposer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Proposer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Proposer agrees to provide workers' compensation for Subcontractors and their employees. Proposer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Proposer 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". Proposer's liability shall not be limited to the specified amounts of insurance required herein.

Temporary Employment Services Agreement - BuzzClan LLC

Final Audit Report 2025-07-18

Created:	2025-07-18
By:	Claudia Rosalez (crosalez@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUX_TSSaWF0kw6Ra8EA1plNSxZ3sOLsKO

"Temporary Employment Services Agreement - BuzzClan LLC" History

Document created by Claudia Rosalez (crosalez@pocca.com)
2025-07-18 - 3:32:58 PM GMT- IP address: 64.183.208.115

Document emailed to Sachin Jain (sachin@buzzclan.com) for signature
2025-07-18 - 3:34:08 PM GMT

Email viewed by Sachin Jain (sachin@buzzclan.com)
2025-07-18 - 5:16:38 PM GMT- IP address: 66.249.88.164

Document e-signed by Sachin Jain (sachin@buzzclan.com)
Signature Date: 2025-07-18 - 5:17:23 PM GMT - Time Source: server- IP address: 45.27.167.230

Agreement completed.
2025-07-18 - 5:17:23 PM GMT

TEMPORARY EMPLOYMENT SERVICES AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2025 ("Effective Date"), between Techgene Solutions, LLC (referred to in this Agreement as the "Agency"), and Port of Corpus Christi Authority of Nueces County, Texas (referred to in this Agreement as the "PCCA"), 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the competitive bidding requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

"Agency's Representative" means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be *Usha Sylada, VP-Operations*. Agency may change its representative at any time by giving the PCCA Assistant Director of Human Resources written notice of the new representative's name, address, and contact information.

"Claims" means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, fines and penalties of any nature or description.

"EMS Requirements" means the PCCA EMS Compliance Requirements for Temporary Employees;

"Facility(s)" means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

"Hourly Rate" means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

"Human Resources Manager" means the PCCA Human Resources Manager.

"Job Description" means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Assistant Director of Human Resources furnishes to the Agency's Representative pursuant to Section 3.1, as applicable.

"Legal Costs" means court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Markup Percentage" means, for administrative services, the sum of 100% plus 20.75%, and, for information technology services, the sum of 100% plus 16.95%.

"Overtime Hourly Rate" means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

"PCCA" means Port of Corpus Christi Authority of Nueces County, Texas.

"PCCA Party(ies)" means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

"PCCA Manager" means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

"Port Commissioners" means the Port Commissioners of PCCA.

"RFP" means PCCA's Request for Proposals for Temporary Employment Agency Services, dated May 28, 2025.

"Safety Sensitive Jobs" means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

"Temporary Employee Guide" means the PCCA Temporary Employee Guide, as may be amended from time to time.

"Temporary Employee(s)" means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

"Temporary Employment Service" means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

(a) an employee absence;
(b) a temporary skill shortage;
(c) a seasonal workload; or
(d) a special assignment or project.

"Unsatisfactory Performance" means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA's sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Assistant Director of Human Resources and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency's receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA's best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency's employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws. Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to

perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United Sates or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding timecards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted

to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such f01mat as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Assistant Director of Human Resources and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre- employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee or his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary

Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Assistant Director of Human Resources, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

3.16 Independent Contractor. At all times during the Term of the Agreement, Agency shall be an independent contractor, and Agency shall not in any event be deemed to be an employee, partner, joint venturer or other representative of PCCA and the officers, agents and employees of the Agency shall not be or be deemed to be agents, servants or employees of PCCA. Persons employed by the Agency shall at all times be deemed to be the employees of the Agency, and the Agency shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Agency. Agency shall remain solely responsible for the supervision and performance of the Temporary Employees in completing its obligations under this Agreement.

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations.

Section 4. Agency's Fees and Invoice. On or before the tenth (day of each month, Agency shall prepare and submit to the Assistant Director of Human Resources for approval or modification an

invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Assistant Director of Human Resources. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage as described in Exhibit B, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has

been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. PCCA property includes all land, parking areas, facilities, buildings and offices; open and covered cargo storage areas, cargo sheds and docks, including entryways and exits; also equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by PCCA. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable prov1s10ns of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from

PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18, 2026, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year (the "Second Renewal Term"), unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term or the Second Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18, 2028, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

10.3.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Agency:

1. Agency fails to perform any of its material duties or obligations under this Agreement, and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from PCCA;

2. Agency shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Agency and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;

3. Agency shall acknowledge in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or

4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

10.3.2 Rights of PCCA in Event of Default of Agency. Upon the occurrence and during the continuation of any Event of Default, PCCA may, in addition to any other rights provided in this Agreement, immediately terminate this Agreement without relieving the Agency of any of its obligations hereunder and pursue any remedy now or hereafter existing at law or in equity or otherwise.

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other formal communication related to the Agreement shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

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

If to Agency: Usha Sylada
Vice President - Operations
Techgene Solutions, LLC
300 East Royal Lane, Suite 109
Irving, TX 75039
Email: usah.s@techgene.com

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

Authority shall designate an Agreement Representative who will, on behalf of PCCA, coordinate with the Agency and administer this Agreement. It shall be the responsibility of the Agency to coordinate all assignment-related activities with the Agreement Representative.

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

Diana Torres
Assistant Director of Human Resources
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
(361) 885-6162
Email: dtorres@pocca.com

PCCA may change the Agreement Representative at any time by giving the Agency written notice of such change.

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and it supersedes all prior agreements, understandings, and arrangements, whether oral, written, or inferred, between the Parties relating to the subject matter hereof.

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

12.6 Assignability. Neither this Agreement nor any rights hereunder shall be assignable by either Party without the express written consent of the other Party.

12.7 Captions and Headings. The captions and headings used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that it's Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits the signed agreement to PCCA. This provision will only apply to contracts approved by the PCCA Port Commission. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

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

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the

Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 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.

12.16 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

_____
Date

TECHGENE SOLUTIONS, LLC

By: Madhavi Yadavalli
Madhavi Yadavalli (Jul 17, 2025 17:26 CDT)
Typed Name: Madhavi Yadavalli
Title: HR Manager

07/17/2025
Date

EXHIBIT A
AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours *(i.e.,* 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.

- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.

- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.

- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.

- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.

- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT B
FEE SCHEDULE

S.NO.	*CATEGORY*	*MARKUP %*
1.	***Information Technology (IT), including Cybersecurity, Software Development, and Business Analysis etc.***	**16.95%**
2.	***Financial and Accounting Services/Clerical***	**20.75%**
3.	***Retail & Supply Chain Operations***	**20.75%**
4.	**Customer Support/Help Desk**	**20.75%**

EXHIBIT C

INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease Policy Limit $1,000,000 Disease Each Employee
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	$500,000 CSL / Each Accident

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

E.	Professional Liability	$1,000,000 per claim/Aggregate

Proposer 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 Proposer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Proposer'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, Proposer 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 Proposer, Proposer 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, Proposer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Proposer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Proposer agrees to provide workers' compensation for Subcontractors and their employees. Proposer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Proposer 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". Proposer's liability shall not be limited to the specified amounts of insurance required herein.

Temporary Employment Services Agreement - Techgene Solutions LLC

Final Audit Report 2025-07-17

Created:	2025-07-17
By:	Claudia Rosalez (crosalez@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0eVhiPeotEuXn6Tp7j24bpAyA6a8lGbt

"Temporary Employment Services Agreement - Techgene Solutions LLC" History

Document created by Claudia Rosalez (crosalez@pocca.com)
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Signer contracts@techgene.com entered name at signing as Madhavi Yadavalli
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Document e-signed by Madhavi Yadavalli (contracts@techgene.com)
Signature Date: 2025-07-17 - 10:26:04 PM GMT - Time Source: server- IP address: 107.139.114.70

Agreement completed.
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TEMPORARY EMPLOYMENT SERVICES AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2025 ("Effective Date"), between Tryfacta, Inc. (referred to in this Agreement as the "Agency"), and Port of Corpus Christi Authority of Nueces County, Texas (referred to in this Agreement as the "PCCA"), 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the competitive bidding requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

"Agency's Representative" means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be *Arman Dhar, Senior Vice President - Operations*. Agency may change its representative at any time by giving the PCCA Assistant Director of Human Resources written notice of the new representative's name, address, and contact information.

"Claims" means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, fines and penalties of any nature or description.

"EMS Requirements" means the PCCA EMS Compliance Requirements for Temporary Employees;

"Facility(s)" means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

"Hourly Rate" means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

"Human Resources Manager" means the PCCA Human Resources Manager.

"Job Description" means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Assistant Director of Human Resources furnishes to the Agency's Representative pursuant to Section 3.1, as applicable.

"Legal Costs" means court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Markup Percentage" means, for administrative services, the sum of 100% plus 28%, and, for industrial services, the sum of 100% plus 30%.

"Overtime Hourly Rate" means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

"PCCA" means Port of Corpus Christi Authority of Nueces County, Texas.

"PCCA Party(ies)" means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

"PCCA Manager" means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

"Port Commissioners" means the Port Commissioners of PCCA.

"RFP" means PCCA's Request for Proposals for Temporary Employment Agency Services, dated May 28, 2025.

"Safety Sensitive Jobs" means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

"Temporary Employee Guide" means the PCCA Temporary Employee Guide, as may be amended from time to time.

"Temporary Employee(s)" means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

"Temporary Employment Service" means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

(a) an employee absence;
(b) a temporary skill shortage;
(c) a seasonal workload; or
(d) a special assignment or project.

"Unsatisfactory Performance" means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA's sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Assistant Director of Human Resources and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency's receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA's best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency's employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws. Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to

perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United Sates or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding timecards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted

to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such f01mat as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Assistant Director of Human Resources and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre- employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee or his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary

Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Assistant Director of Human Resources, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

3.16 Independent Contractor. At all times during the Term of the Agreement, Agency shall be an independent contractor, and Agency shall not in any event be deemed to be an employee, partner, joint venturer or other representative of PCCA and the officers, agents and employees of the Agency shall not be or be deemed to be agents, servants or employees of PCCA. Persons employed by the Agency shall at all times be deemed to be the employees of the Agency, and the Agency shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Agency. Agency shall remain solely responsible for the supervision and performance of the Temporary Employees in completing its obligations under this Agreement.

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations.

Section 4. Agency's Fees and Invoice. On or before the tenth (day of each month, Agency shall prepare and submit to the Assistant Director of Human Resources for approval or modification an

invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Assistant Director of Human Resources. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage as described in Exhibit B, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN **CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.**

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has

been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. PCCA property includes all land, parking areas, facilities, buildings and offices; open and covered cargo storage areas, cargo sheds and docks, including entryways and exits; also equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by PCCA. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable prov1s10ns of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from

PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18, 2026, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year (the "Second Renewal Term"), unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term or the Second Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18, 2028, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

10.3.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Agency:

1. Agency fails to perform any of its material duties or obligations under this Agreement, and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from PCCA;

2. Agency shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Agency and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;

3. Agency shall acknowledge in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or

4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

10.3.2 Rights of PCCA in Event of Default of Agency. Upon the occurrence and during the continuation of any Event of Default, PCCA may, in addition to any other rights provided in this Agreement, immediately terminate this Agreement without relieving the Agency of any of its obligations hereunder and pursue any remedy now or hereafter existing at law or in equity or otherwise.

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other formal communication related to the Agreement shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

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

If to Agency: Arman Dhar
Senior Vice President - Operations
Tryfacta, Inc.
4637 Chabot Drive, Suite 100
Pleasanton, CA 94588
Email: rfp@tryfacta.com

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

Authority shall designate an Agreement Representative who will, on behalf of PCCA, coordinate with the Agency and administer this Agreement. It shall be the responsibility of the Agency to coordinate all assignment-related activities with the Agreement Representative.

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

Diana Torres
Assistant Director of Human Resources
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
(361) 885-6162
Email: dtorres@pocca.com

PCCA may change the Agreement Representative at any time by giving the Agency written notice of such change.

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and it supersedes all prior agreements, understandings, and arrangements, whether oral, written, or inferred, between the Parties relating to the subject matter hereof.

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

12.6 Assignability. Neither this Agreement nor any rights hereunder shall be assignable by either Party without the express written consent of the other Party.

12.7 Captions and Headings. The captions and headings used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that it's Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits the signed agreement to PCCA. This provision will only apply to contracts approved by the PCCA Port Commission. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

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

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the

Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 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.

12.16 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

_____
Date

TRYFACTA, INC.

By: Arman Dhar
Arman Dhar (Jul 17, 2025 15:10 PDT)
Typed Name: Arman Dhar
Title: VP Operations

07/17/2025
Date

EXHIBIT A
AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours *(i.e.,* 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.

- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.

- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.

- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.

- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.

- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.

- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT B
FEE SCHEDULE

Particulars	Markup Percentage	Comment
Administrative Services	28.00%	Markup will be added to pay rate of the employees
Clerical	28.00%	Markup will be added to pay rate of the employees
Information Technology	28.00%	Markup will be added to pay rate of the employees
Operations	28.00%	Markup will be added to pay rate of the employees
Labor (Maintenance Workers)	30.00%	Markup will be added to pay rate of the employees
Accounting	28.00%	Markup will be added to pay rate of the employees
Others	30.00%	Markup will be added to pay rate of the employees

EXHIBIT C

INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease Policy Limit $1,000,000 Disease Each Employee
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	$500,000 CSL / Each Accident

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

E.	Professional Liability	$1,000,000 per claim/Aggregate

Proposer 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 Proposer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Proposer'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, Proposer 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 Proposer, Proposer 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, Proposer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Proposer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Proposer agrees to provide workers' compensation for Subcontractors and their employees. Proposer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Proposer 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". Proposer's liability shall not be limited to the specified amounts of insurance required herein.

Temporary Employment Services Agreement - Tryfacta Inc

Final Audit Report 2025-07-17

Created:	2025-07-17
By:	Claudia Rosalez (crosalez@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbt2S-rm85kD7AGdmwVg3yaaDnNPkZft-

"Temporary Employment Services Agreement - Tryfacta Inc" History

Document created by Claudia Rosalez (crosalez@pocca.com)
2025-07-17 - 9:48:21 PM GMT- IP address: 64.183.208.115

Document emailed to rfp@tryfacta.com for signature
2025-07-17 - 9:49:06 PM GMT

Email viewed by rfp@tryfacta.com
2025-07-17 - 9:49:25 PM GMT- IP address: 172.59.130.166

Signer rfp@tryfacta.com entered name at signing as Arman Dhar
2025-07-17 - 10:10:11 PM GMT- IP address: 173.32.24.2

Document e-signed by Arman Dhar (rfp@tryfacta.com)
Signature Date: 2025-07-17 - 10:10:13 PM GMT - Time Source: server- IP address: 173.32.24.2

Agreement completed.
2025-07-17 - 10:10:13 PM GMT

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Sam Esquivel
Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve the renewal of a 30-year Pipeline Easement Agreement with Enterprise GC, LLC. for multiple pipelines connecting the Enterprise facilities on Up River Rd. to facilities on Navigation Blvd. Nueces County, Texas.

SUMMARY: Enterprise GC, LLC. (Enterprise) is requesting the renewal of a pipeline Easement Agreement. The easement is for (a) two four-inch (4") pipelines, (b) two six-inch (6") pipelines, all designated for the transportation of crude oil, natural gas liquids, or natural gas. These pipelines run between two tracts located along Up River Road and Navigation Boulevard, as illustrated in the attached exhibit. The total length of the pipeline easement crossing PCCA property is approximately 558.52 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 $16,755.60.

BACKGROUND: In June 1990, PCCA granted a 30-year easement to Coastal States Crude Gathering Company. Subsequently, after some acquisitions and name changes, Enterprise is now the current owner 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 $16,755.60. 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 Enterprise GC, LLC.

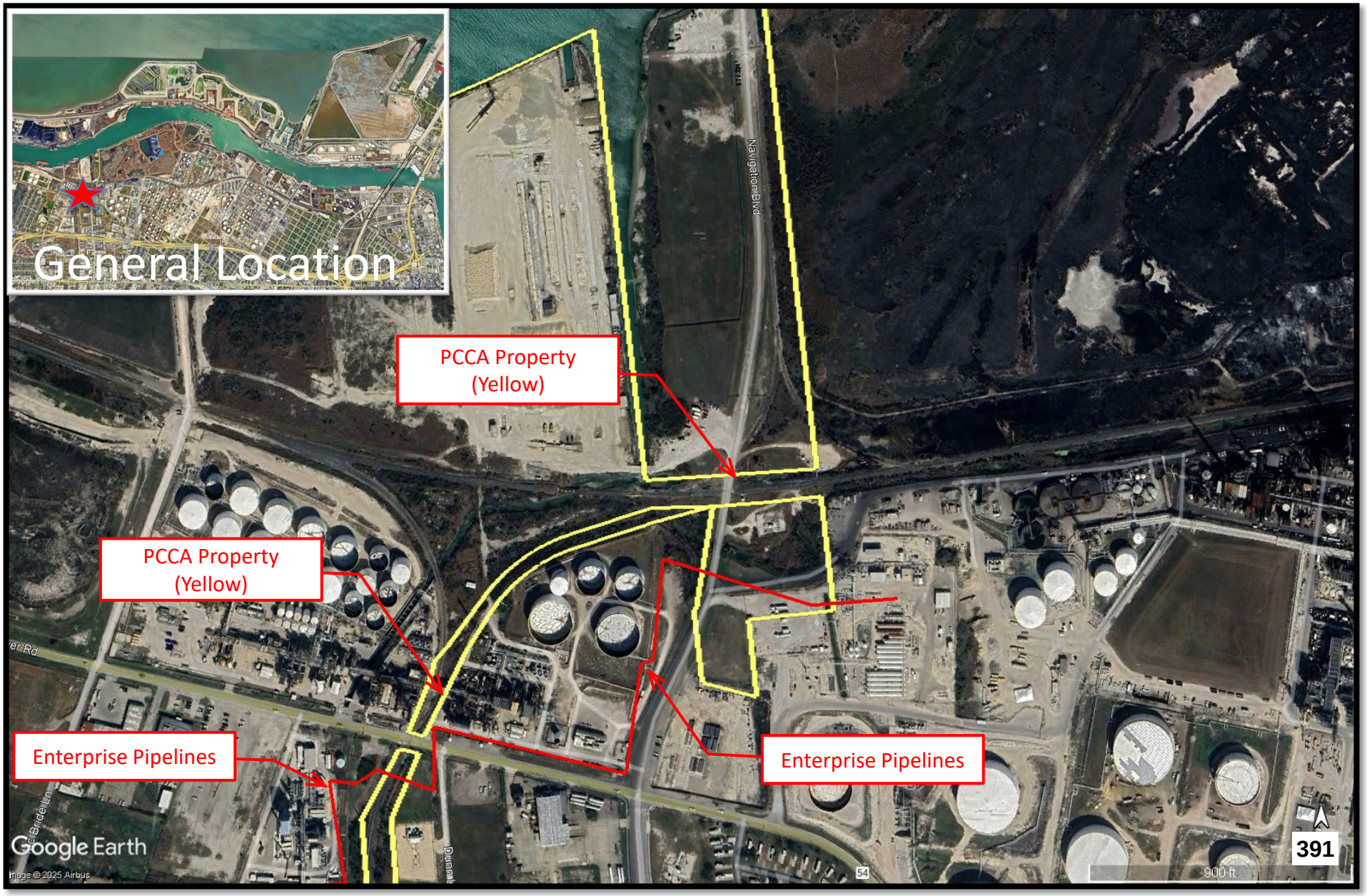
DEPARTMENTAL CLEARANCES:

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 a 30-year Pipeline Easement Agreement with Enterprise GC, LLC. for multiple pipelines connecting the Enterprise facilities on Up River Rd. to facilities on Navigation Blvd. Nueces County, Texas.



LID: M23, M24 & M25
Lease Number: L4522 (Formerly M-768-011)
System: South Texas-TX140
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 **Enterprise GC LLC**, a Texas limited liability company with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002, and a mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, (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 Two (2) four inch (4") pipelines in nominal outside diameter and One six inch (6") pipeline in nominal outside diameter for the transportation of crude oil, natural gas liquids, or natural gas (the "Authorized Pipeline Products") (the "Pipelines") upon, over and across the Easement hereby granted. No above ground or below ground appurtenances are allowed except for currently existing corrosion test stations and pipeline markers (the "Pipeline Appurtenances"). The Pipelines and the Pipeline Appurtenances shall hereinafter be collectively referred to as the "Pipeline Facilities"). The Easement right-of-way hereby conveyed is in two segments, the "Part I Segment" and the "Part II Segment". The Part I Segment of right-of-way consists of (i) a four-point five inch (4.5") wide strip of land, 471.64 feet in length; (ii); a four-point five inch (4.5") wide strip of land 472.44 feet in length more; and (iii) a six-and three-quarter inch (6.75") wide strip of land 473.47 feet in length. All of which are more particularly described on pages 1, 2, and 3 of Exhibit "A" – Part I attached hereto and depicted on Exhibit "B" – Part I attached hereto. The Part II Segment of right-of-way consists of (i) a four-point five inch (4.5") wide strip of land, 84.47 feet in length; (ii); a four-point five inch (4.5") wide strip of land 86.07 feet in length; and (iii) a six-and three-quarter inch (6.75") wide strip of land 85.99 feet in length. All of which are more particularly described on pages 1, 2, and 3 of Exhibit "A" - Part II attached hereto, and are depicted on Exhibit "B" – Part II attached hereto (the "Easement Premises").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for Thirty (30) years beginning on the 19th day of August, 2025, and ending at midnight on the 18th day of August, 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 & Surface Site 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 Seven Hundred Fifty-Five and 60/100 Dollars ($16,755.60) 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 Easement Premises occupies, then for the portion(s) of the property occupied by the Easement Premises 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 prepay for each ten (10) year period on or before the date that begins each such ten (10) year period. 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.

For each surface site, if any, authorized by this Agreement for the installation of above ground appurtenances Grantee shall pay a renewal fee at the beginning of each succeeding ten (10) year period during the Term of this Agreement. The renewal fee for each surface site location will be ten percent (10%) of the product of the number acres in the surface site and the per acre equalization value then assigned by Authority to each surface site location. Notwithstanding the forgoing, in no event, will the surface site fees charged for each subsequent ten-year period be less than the surface site fee paid for the immediately preceding ten-year period.

The consideration initially paid by Grantee upon execution and delivery of this Easement is solely for the grant of the Easement.

2. Other Damages: With respect to all other damages, Grantee shall pay to Authority or to Authority's tenants, from time to time, all damages to 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 Premises now in existence or hereafter constructed, including, but not limited to, damages arising inside or outside the Easement Premises as a result of crowning the Easement Premises or

the rising or sinking of the soil within the Easement Premises, and for damage to Authority's tenants, caused by the operation, repair, maintenance, replacement of the Pipeline Facilities or any other operations of Grantee hereunder. 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 within twelve feet (12' of the Easement Premises (the "Mowing Easement").

3. Access and Post Construction Workspace. Grantee shall be permitted to have ingress and egress to and from the Easement Premises for the construction, operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee, during any period of construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities ("Post Construction Workspace"). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority's adjacent lands for Grantee's use as Post Construction Workspace. 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 Premises for construction, maintenance, repairs or other operations. In the case of an emergency necessitating entry upon the Easement Premises by Grantee, its employees, agents or contractors may enter the Easement Premises 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 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 sixty (60) days of Grantee's receipt thereof.

Grantee shall construct all repairs and replacements of the Pipeline Facilities, and 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 Premises.

No boring pit or receiving pit may be placed in the Easement Premises, without the express written consent of the Authority.

All backfill placed in the Easement Premises must be compacted so as to reasonably prevent settlement or erosion. Grantee shall maintain the Pipelines and all underground Pipeline Appurtenances at a depth of not less than 3 feet below the surface of the ground or to such deeper depth as may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Easement Premises of any road, pipeline, or pole line. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering Services. In refilling any hole or ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair, replacement 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 Premises, 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 Easement Premises.

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 Premises, 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, via email to jstarks@pocca.com, or via phone call (361) 885-6223 to at least ten (10) days in advance of Grantee's intent to conduct any Easement related construction, operation, or maintenance activities within one hundred feet (100') of any railroad.

Grantee will restore the Easement Premises 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 Premises 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 Premises.

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 Premises caused by the Pipeline Facilities.

If contamination is found to be coming to from the Pipeline Facilities, then Grantee will immediately take all steps necessary to shut down the Pipeline Facilities in the Easement Premises from which the contamination is coming, repair or replace the Pipeline Facilities, and restore the Easement Premises and Authority's adjacent lands to the condition they were in prior to the discovery of the contamination. If it is determined the contamination is not coming from a pipeline or pipelines in the Easement Premises, then Grantee and Authority shall cooperate in good faith to assist in determining the source of the contamination and so that the appropriate State and Federal agencies can be notified of the occurrence.

Grantee's use of the Easement Premises 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 Premises 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 Premises. 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 construct and maintain the Pipeline Facilities in accordance with existing permits or permit applications related to the easement and in accordance with all applicable state and federal environmental rules and regulations.

Prior to commencement of construction of any significant repairs, or replacement of the Pipeline Facilities, Grantee will furnish Authority with a detailed set of plans for such construction (the "Plans") for the Authority's approval, which approval shall not be unreasonably withheld. The Plans must be prepared in an industry 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 Easement Premises. 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 Easement Premises that may be affected by the construction activity during installation or maintenance of the Pipeline Facilities. The Plans shall be submitted to Authority's Director of Engineering, who may require reasonable modifications to the Plans before approving them. Additionally, prior to the installation of the Pipeline Facilities within the Easement Premises, Grantee shall furnish Authority's Director of Engineering "issued-for-construction" drawings for the Pipeline Facilities.

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Easement Premises 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 Premises (the "Issued for Construction Drawings"). Grantee shall not enter upon the Easement Premises for construction purposes until Grantee has provided Authority with a current set of Issued for Construction Drawings. Upon completion of any significant repair or replacement of the Pipeline Facilities in the Easement Premises, Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Pipeline Facilities. When any segment of pipeline is installed utilizing HDD methods, Grantee agrees to survey each pipeline by smart pig and to include in the as-built drawings all x, y, and z, coordinates for each segment of pipeline installed by HDD methods.

Grantee shall be responsible for coordination of its construction activities and use of the Easement Premises and any Post Construction Workspace with any other, existing or future users and easement holders in or near the Easement Premises. 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 Premises 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 Premises, and to grant other rights of use, leases and easements above, below and on the surface of the Easement Premises, 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, punitive, consequential or any other form of indirect damages to the other, and all such damages are hereby waived to the extent permitted by the applicable 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 "C" 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 Premises 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 one hundred eighty (180) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within one hundred eighty (180) days after the termination of this Agreement remove the Pipeline Facilities from the Easement Premises and restore the land in the Easement Premises 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 Premises in the event the same materially interferes with or will materially interfere with any navigable channel, road, railroad or proposed railroad under which any of the Pipelines pass. 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:

Enterprise GC LLC
Attn: Land Department
P.O. Box 4323
Houston, Texas 77210-4323

13. Easement Maintenance and Litter. Grantee will maintain the Easement Premises, 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 Premises 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 Premises 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 Premises. 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 Mowing 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 within twelve feet of the Easement Premises shall be removed from 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 Premises 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 PREMISES 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 Agreement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority, respectively.

WITNESS this the 19th day of August 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 Pate Immediately Follows

Enterprise GC LLC

By: _____
Maria M. Kerls
Agent and Attorney-in-Fact

"Grantee"

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22nd day of July, 2025, by Maria M. Kerls, Agent and Attorney-in-Fact for Enterprise GC LLC, a on behalf of said limited liability company.

BLAIR TRACIE BROOKS
Notary Public, State of Texas
Comm. Expires 07-11-2026
Notary ID 131639066

_____
NOTARY PUBLIC, STATE OF TEXAS

Colliers
Engineering
& Design
2020 N Business Hwy 35
Alamsas Pass, TX 78336
FIRM# 10194550
361-888-6785

EXHIBIT "A" - PART I
PAGE 1 OF 3
4.5" WIDE – 471.64' PIPELINE EASEMENT
ON THE PROPERTY OF NUECES COUNTY NAVIGATION DISTRICT NO. 1
ENRIQUE VILLAREAL SURVEY, ABSTRACT 1
NUECES COUNTY, TEXAS

Being a 4.5" wide – 471.64' long (176.87 square foot) pipeline easement on a 1.992 acre tract of land property of Nueces County Navigation District No. 1, as described in volume 1564, page 202 of the Deed Records of Nueces County, Texas, and being more particularly described by centerline metes and bounds as follows:

Beginning at a point (N= 17,185,200.81 E= 1,322,584.11) on the west line of said 1.992 acre tract for the point of beginning of this herein described easement, same point being on the east line of 1.8978 acre tract of land property of Valero Refining, described in document number 2012045024, of the Deed Records Nueces County, Texas, from which a found 5/8" iron rod bears: S 09°04'23" W – 84.23 feet.

Thence S 74°30'56" E a distance of 82.69 feet to a calculated point;

Thence S 75°48'18" E a distance of 59.16 feet to a calculated point;

Thence S 75°50'50" E a distance of 54.06 feet to a calculated point;

Thence S 77°33'30" E a distance of 57.47 feet to a calculated point;

Thence S 84°43'28" E a distance of 29.07 feet to a calculated point;

Thence N 88°47'29" E a distance of 88.19 feet to a calculated point;

Thence N 88°56'24" E a distance of 45.13 feet to a calculated point;

Thence N 86°51'19" E a distance of 29.80 feet to a calculated point;

Thence S 89°47'48" E a distance of 26.07 feet to a point in the east line of said 1.992 acre tract for the **Point of Termination**, same point being on the west line of a 1.606 acre tract of land property of Nustar Logistics, LP., described in document number 2007056302, of the Deed Records of Nueces County, Texas, and containing within these metes and bounds 176.87 square feet or 0.004 acres of land, more or less.

Note: All bearings, distances and coordinates are based on NAD '83 Texas State Plane System, Texas South Zone 4205. This survey was conducted on the ground December 20, 2024. This field note description is accompanied by an exhibit of this survey labeled "Exhibit B" page 1 of 1.

01/31/25



Colliers
Engineering
& Design
2820 N Business Hwy 35
Aransas Pass, TX 78336
FIRM# 10194550
361-688-6785

EXHIBIT "A" - PART I
PAGE 2 OF 3
4.5" WIDE – 472.44' PIPELINE EASEMENT
ON THE PROPERTY OF NUECES COUNTY NAVIGATION DISTRICT NO. 1
ENRIQUE VILLAREAL SURVEY, ABSTRACT 1
NUECES COUNTY, TEXAS

Being a 4.5" wide – 472.44' long (177.17 square foot) pipeline easement on a 1.992 acre tract of land property of Nueces County Navigation District No. 1, as described in volume 1564, page 202 of the Deed Records of Nueces County, Texas, and being more particularly described by centerline metes and bounds as follows:

Beginning at a point (N= 17,185,198.83 E= 1,322,583.80) on the west line of said 1.992 acre tract for the point of beginning of this herein described easement, same point being on the east line of 1.8978 acre tract of land property of Valero Refining, described in document number 2012045024, of the Deed Records Nueces County, Texas, from which a found 5/8" iron rod bears: S 09°04'23" W – 82.23 feet.

Thence S 74°52'34" E a distance of 82.28 feet to a calculated point;

Thence S 74°55'50" E a distance of 59.96 feet to a calculated point;

Thence S 75°47'06" E a distance of 53.27 feet to a calculated point;

Thence S 77°14'00" E a distance of 57.77 feet to a calculated point;

Thence S 85°45'40" E a distance of 29.63 feet to a calculated point;

Thence N 88°45'52" E a distance of 88.30 feet to a calculated point;

Thence N 88°22'31" E a distance of 45.22 feet to a calculated point;

Thence S 89°57'22" E a distance of 30.00 feet to a calculated point;

Thence N 89°37'07" E a distance of 26.02 feet to a point in the east line of said 1.992 acre tract for the **Point of Termination**, same point being on the west line of a 1.606 acre tract of land property of Nustar Logistics, LP., described in document number 2007056302, of the Deed Records of Nueces County, Texas, and containing within these metes and bounds 177.17 square feet or 0.004 acres of land, more or less.

Note: All bearings, distances and coordinates are based on NAD '83 Texas State Plane System, Texas South Zone 4205. This survey was conducted on the ground December 20, 2024. This field note description is accompanied by an exhibit of this survey labeled "Exhibit B" page 1 of 1.

01/31/25



Colliers
Engineering
& Design
2820 N Business Hwy 35
Aransas Pass, TX 78336
FIRM# 10194550
361-688-6785

EXHIBIT "A" - PART I
PAGE 3 OF 3
6.75" WIDE – 473.47' PIPELINE EASEMENT
ON THE PROPERTY OF NUECES COUNTY NAVIGATION DISTRICT NO. 1
ENRIQUE VILLAREAL SURVEY, ABSTRACT 1
NUECES COUNTY, TEXAS

Being a 6.75" wide – 473.47' long (266.33 square foot) pipeline easement on a 1.992 acre tract of land property of Nueces County Navigation District No. 1, as described in volume 1564, page 202 of the Deed Records of Nueces County, Texas, and being more particularly described by centerline metes and bounds as follows:

Beginning at a point (N= 17,185,197.48 E= 1,322,583.58) on the west line of said 1.992 acre tract for the point of beginning of this herein described easement, same point being on the east line of 1.8978 acre tract of land property of Valero Refining, described in document number 2012045024, of the Deed Records Nueces County, Texas, from which a found 5/8" iron rod bears: S 09°04'23" W – 80.87 feet.

Thence S 74°28'46" E a distance of 61.73 feet to a calculated point;

Thence S 73°11'07" E a distance of 61.27 feet to a calculated point;

Thence S 76°10'28" E a distance of 52.47 feet to a calculated point;

Thence S 77°35'45" E a distance of 58.17 feet to a calculated point;

Thence S 87°02'11" E a distance of 30.29 feet to a calculated point;

Thence N 89°20'52" E a distance of 87.75 feet to a calculated point;

Thence N 88°25'17" E a distance of 45.23 feet to a calculated point;

Thence N 89°13'57" E a distance of 30.75 feet to a calculated point;

Thence N 89°32'15" E a distance of 25.81 feet to a point in the east line of said 1.992 acre tract for the **Point of Termination**, same point being on the west line of a 1.606 acre tract of land property of Nustar Logistics, LP., described in document number 2007056302, of the Deed Records of Nueces County, Texas, and containing within these metes and bounds 266.33 square feet or 0.006 acres of land, more or less.

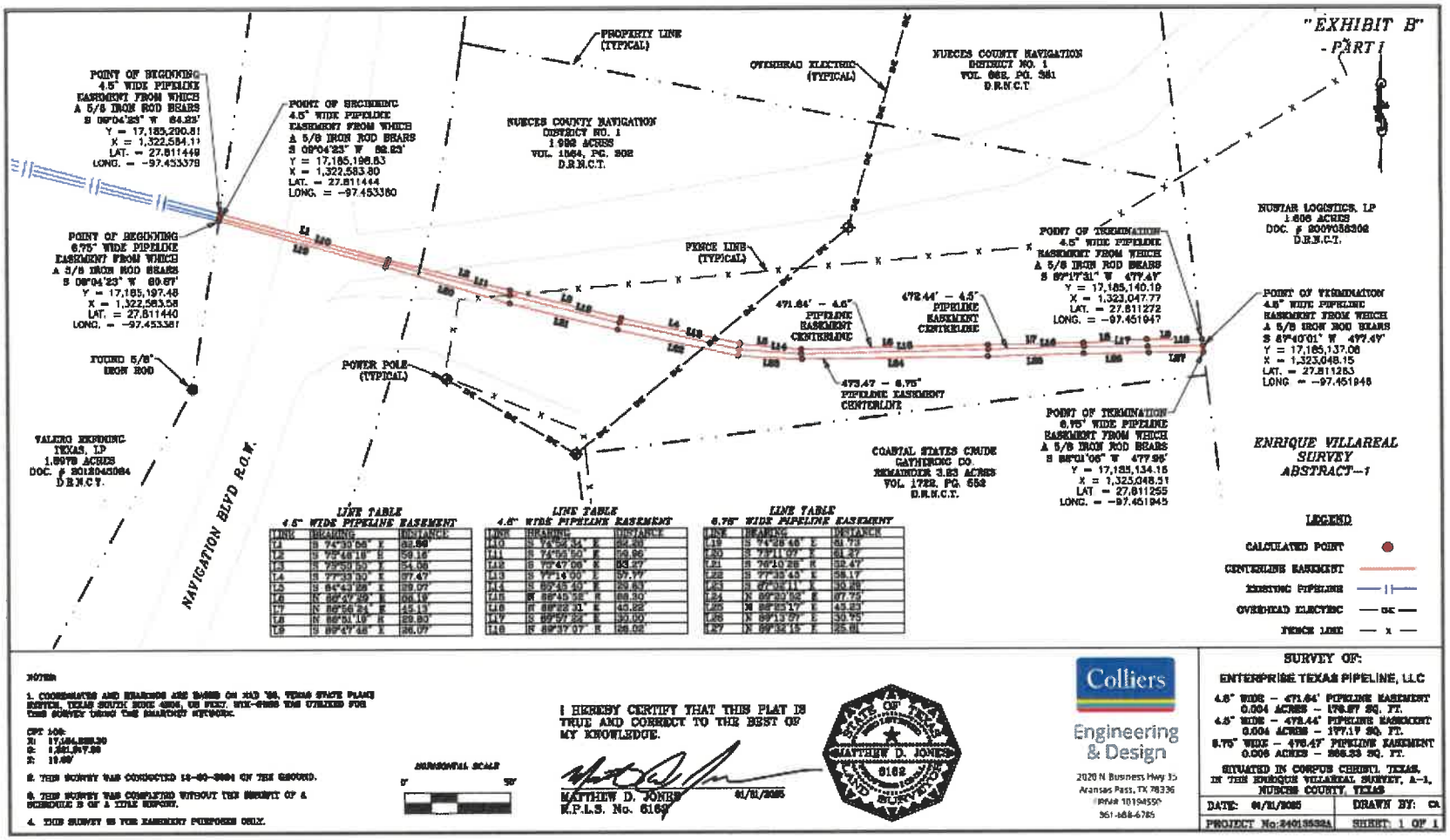
Note: All bearings, distances and coordinates are based on NAD '83 Texas State Plane System, Texas South Zone 4205. This survey was conducted on the ground December 20, 2024. This field note description is accompanied by an exhibit of this survey labeled "Exhibit B" page 1 of 1.

01/31/25

MATTHEW D. JONES
RPLS # 6162

STATE OF TEXAS
REGISTERED
MATTHEW D. JONES
6162
PROFESSIONAL
LAND SURVEYOR

Exhibit "B" – Part I



LINE TABLE
4.5" WIDE PIPELINE EASEMENT

LINE	BEARING	DISTANCE
L1	S 74°30'56" E	83.89'
L2	S 75°48'19" E	58.16'
L3	S 75°50'50" E	54.08'
L4	S 77°33'30" E	97.47'
L5	S 84°43'28" E	29.07'
L6	N 89°47'39" E	98.19'
L7	N 89°56'24" E	45.13'
L8	N 89°51'19" E	29.80'
L9	S 89°47'48" E	26.09'

LINE TABLE
4.5" WIDE PIPELINE EASEMENT

LINE	BEARING	DISTANCE
L10	S 74°52'34" E	84.88'
L11	S 74°52'50" E	58.96'
L12	S 77°47'08" E	83.27'
L13	S 77°14'00" E	97.77'
L14	S 89°45'40" E	29.83'
L15	N 89°45'38" E	98.30'
L16	N 89°22'31" E	45.22'
L17	S 89°57'22" E	30.00'
L18	N 89°37'07" E	98.02'

LINE TABLE
6.75" WIDE PIPELINE EASEMENT

LINE	BEARING	DISTANCE
L19	S 74°28'45" E	81.93'
L20	S 77°11'07" E	61.47'
L21	S 76°10'28" E	32.47'
L22	S 77°33'45" E	58.17'
L23	S 89°39'11" E	30.28'
L24	N 89°33'32" E	97.75'
L25	N 89°25'17" E	45.23'
L26	N 89°13'07" E	30.75'
L27	N 89°32'15" E	25.81'

NOTES:
1. COORDINATES AND BEARINGS ARE BASED ON NAD '83, TEXAS STATE PLANE SYSTEM, TEXAS SOUTH ZONE 4205, US FEET, WGS-84/NSRS 2011 UTILIZED FOR THIS SURVEY USING CORS SOLUTIONS NETWORK.
CPT 100:
N: 17,184,888.20
E: 1,321,847.88
Z: 10.00'
2. THIS SURVEY WAS CONDUCTED 12-20-2024 ON THE GROUND.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A SCHEDULE B OF A TITLE REPORT.
4. THIS SURVEY IS FOR EASEMENT PURPOSES ONLY.

HORIZONTAL SCALE
0' 50'

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

MATTHEW D. JONES
R.P.L.S. No. 6162
01/31/2025

STATE OF TEXAS
REGISTERED
MATTHEW D. JONES
6162
LAND SURVEYOR

Colliers Engineering & Design
2020 N Business Hwy 35
Aransas Pass, TX 78336
TBPELS# 10194550
361-888-6785

SURVEY OF:
ENTERPRISE TEXAS PIPELINE, LLC
4.5" WIDE – 471.64' PIPELINE EASEMENT
0.004 ACRES – 176.87 SQ. FT.
4.5" WIDE – 472.44' PIPELINE EASEMENT
0.004 ACRES – 177.17 SQ. FT.
6.75" WIDE – 476.47' PIPELINE EASEMENT
0.006 ACRES – 866.33 SQ. FT.
SITUATED IN CORPUS CHRISTI, TEXAS,
IN THE ENRIQUE VILLAREAL SURVEY, A-1,
NUECES COUNTY, TEXAS

DATE: 01/31/2025	DRAWN BY: CA
PROJECT No: 240135328A	SHEET: 1 OF 1

Colliers
Engineering
& Design

2020 N Business Hwy 35
Aransas Pass, TX 78336
FIRM# 10194550
361-688-6785

EXHIBIT "A" - PART II
PAGE 1 OF 3
4.5" WIDE – 84.47' PIPELINE EASEMENT
ON THE PROPERTY OF PORT OF CORPUS CHRISTI

ENRIQUE VILLAREAL SURVEY, ABSTRACT 1
NUECES COUNTY, TEXAS

Being a 4.5" wide – 84.47' long (31.68 square foot) pipeline easement on a tract land property of Port of Corpus Christi, as described in volume 2158, page 252 of the Deed Records of Nueces County, Texas, and being more particularly described by centerline metes and bounds as follows:

Beginning at a point (N= 17,184,503.05 E= 1,321,571.91) on the east line of said Port of Corpus Christi tract for the point of beginning of this herein described easement, same point being on the west line of Lot 2, Block 2, of the John Dunn One Acre Tracts, described in volume 24, page 34, of the Deed Records Nueces County, Texas, from which a found 5/8" iron rod bears: S 59°07'43" E – 152.81 feet.

Thence N 85°19'03" W a distance of 84.47 feet to a point in the west line of said Port of Corpus Christi tract for the **Point of Termination**, same point being on the east line of a 0.398 acre tract called Tract B, described in volume 2158, page 258, of the Deed Records of Nueces County, Texas, and containing within these metes and bounds 31.68 square feet or 0.0007 acres of land, more or less.

Note: All bearings, distances and coordinates are based on NAD '83 Texas State Plane System, Texas South Zone 4205. This survey was conducted on the ground December 20, 2024. This field note description is accompanied by an exhibit of this survey labeled "Exhibit B" page 1 of 1.

01/31/25



Colliers
Engineering
& Design
2020 N Business Hwy 35
Aransas Pass, TX 78336
FIRM# 10194550
361-688-6785

EXHIBIT "A" - PART II
PAGE 2 OF 3
4.5" WIDE – 86.07' PIPELINE EASEMENT
ON THE PROPERTY OF PORT OF CORPUS CHRISTI

ENRIQUE VILLAREAL SURVEY, ABSTRACT 1
NUECES COUNTY, TEXAS

Being a 4.5" wide – 86.07' long (32.28 square foot) pipeline easement on a tract land property of Port of Corpus Christi, as described in volume 2158, page 252 of the Deed Records of Nueces County, Texas, and being more particularly described by centerline metes and bounds as follows:

Beginning at a point (N= 17,184,501.74 E= 1,321,571.42) on the east line of said Port of Corpus Christi tract for the point of beginning of this herein described easement, same point being on the west line of Lot 2, Block 2, of the John Dunn One Acre Tracts, described in volume 24, page 34, of the Deed Records Nueces County, Texas, from which a found 5/8" iron rod bears: S 59°38'49" E – 152.57 feet.

Thence N 87°29'01" W a distance of 86.07 feet to a point in the west line of said Port of Corpus Christi tract for the **Point of Termination**, same point being on the east line of a 0.398 acre tract called Tract B, described in volume 2158, page 258, of the Deed Records of Nueces County, Texas, and containing within these metes and bounds 32.28 square feet or 0.0007 acres of land, more or less.

Note: All bearings, distances and coordinates are based on NAD '83 Texas State Plane System, Texas South Zone 4205. This survey was conducted on the ground December 20, 2024. This field note description is accompanied by an exhibit of this survey labeled "Exhibit B" page 1 of 1.

01/31/25

MATTHEW D. JONES
RPLS # 6162

STATE OF TEXAS
REGISTERED
MATTHEW D. JONES
6162
PROFESSIONAL
SURVEYOR

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& Design
2020 N Business Hwy 35
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EXHIBIT "A" - PART II
PAGE 3 OF 3
6.75" WIDE – 85.99' PIPELINE EASEMENT
ON THE PROPERTY OF PORT OF CORPUS CHRISTI

ENRIQUE VILLAREAL SURVEY, ABSTRACT 1
NUECES COUNTY, TEXAS

Being a 6.75" wide – 85.99' long (48.37 square foot) pipeline easement on a tract land property of Port of Corpus Christi, as described in volume 2158, page 252 of the Deed Records of Nueces County, Texas, and being more particularly described by centerline metes and bounds as follows:

Beginning at a point (N= 17,184,498.35 E= 1,321,570.12) on the east line of said Port of Corpus Christi tract for the point of beginning of this herein described easement, same point being on the west line of Lot 2, Block 2, of the John Dunn One Acre Tracts, described in volume 24, page 34, of the Deed Records Nueces County, Texas, from which a found 5/8" iron rod bears: S 60°59'51" E – 152.01 feet.

Thence N 86°42'12" W a distance of 85.99 feet to a point in the west line of said Port of Corpus Christi tract for the **Point of Termination**, same point being on the east line of a 0.398 acre tract called Tract B, described in volume 2158, page 258, of the Deed Records of Nueces County, Texas, and containing within these metes and bounds 32.28 square feet or 0.0011 acres of land, more or less.

Note: All bearings, distances and coordinates are based on NAD '83 Texas State Plane System, Texas South Zone 4205. This survey was conducted on the ground December 20, 2024. This field note description is accompanied by an exhibit of this survey labeled "Exhibit B" page 1 of 1.

01/31/25

MATTHEW D. JONES
RPLS # 6162

STATE OF TEXAS
REGISTERED
MATTHEW D. JONES
6162
LAND SURVEYOR

Exhibit "B" – Part II

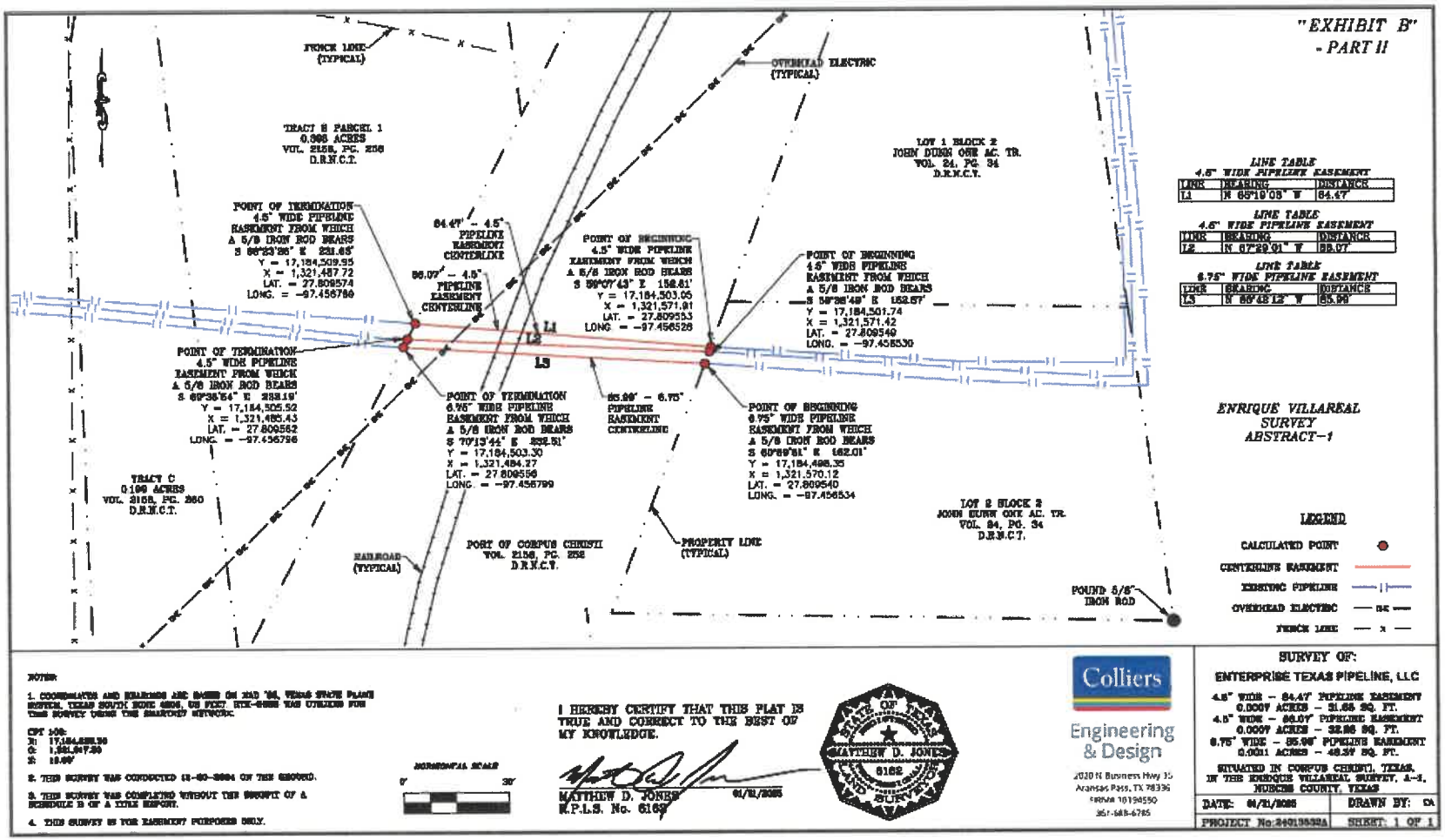


Exhibit "C"

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	$1,000,000 per Occurrence $6,000,000 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, , marine liability, and time element (sudden and accidental) 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	$9,000,000 per Occurrence

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

F.	Railroad Protective Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

Grantee's Contractor shall carry and maintain Railroad protective liability if work is to be conducted within 50 feet of any railroad property, railroad bridge, track and/or trestle. can be provided by contractors performing the specific work on the site.

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 C, 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 C**.

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 C**. 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 August 19,2025

DATE: August 19, 2025

TO: Port Commission

FROM: Sam Esquivel, Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve a 1-year Farm Lease Agreement with Jalufka Farms, a sole proprietorship, for the use of 3 tracts totaling 80.451 acres of land located east of Robstown, Nueces County, Texas.

SUMMARY: Jalufka Farms, a sole proprietorship (Jalufka), is requesting a Farm Lease Agreement for the use of 3 tracts totaling 80.451 acres; Tract 1: 51.679 acres, Tract 2: 9.591 acres and Tract 3: 19.181 acres located east of Robstown. The leased premises will only be used for farming and agricultural purposes and will not be used for any other purpose. The term will be 1 year. PCCA reserved the right to terminate the Farm Lease by giving 90 days' written notice.

BACKGROUND: On December 5, 2024, PCCA acquired 80.451 acres of land in Nueces County east of Robstown. Jalufka has been farming the land for 35 plus years and has requested permission to continue his farming operations. The farm lease is beneficial to both parties, the lease benefits Jalufka farming operation and the local agricultural economy, and PCCA recognizes savings in land management cost.

ALTERNATIVES: Do not approve the farming lease and the property will no longer be farmed and will become vacant and PCCA will have to maintain the property.

CONFORMITY TO PORT POLICY: This Farm Lease Agreement is consistent with the PCCA Strategic Plan 2026: Strategic Goal #3 – Provide facilities and services to meet customer needs.

EMERGENCY: N/A

FINANCIAL IMPACT: $75 per acre for a total of $6,033.83 per year and the additional savings in land management cost.

STAFF RECOMMENDATION: Staff recommends approval of the Farm Lease with Jalufka Farms, a sole proprietorship, a Texas general partnership

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Department Erin Hall
Reviewed & Approved	Sam Esquivel
Legal	Bruce Hawn
Executive Staff	Kent A. Britton Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:

Farm Lease

FARM LEASE

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF NUECES §

THIS FARM LEASE ("Lease") is made and entered into this 18th day of August, 2025 (the "Effective Date"), by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, as Lessor ("Authority"), and Jalufka Farms, a sole proprietorship, as Lessee ("Lessee").

ARTICLE 1

DEMISE, DESCRIPTION & TERM

1.01 **Lease**. Authority hereby leases to Lessee, and Lessee hereby leases from Authority, 80.451 acres of land, more or less being comprised of the following three tracts of land (the "Leased Premises"):

TRACT I:

51.679 acres of land, more or less, out of the East Side of Lot Eleven of Map D of the George H. Paul Subdivision of the Driscoll Ranch (Book 2, Page 34), being the same tract of land set aside to Earl D. Jalufka, and wife, Delores F. Jalufka in that certain Partition Deed dated May 24, 2006 recorded under Document No. 2006034991 of the Official Records of Nueces County, Texas. Said tract being more particularly described by metes and bounds in Exhibit "C" attached to said Partition Deed.

TRACT II:

9.591 acres of land, more or less, out of the East Side of Lot Eleven of Map D of the George H. Paul Subdivision of the Driscoll Ranch (Book 2, Page 34), being the same tract of land set aside Jerome E. Jalufka in that certain Partition Deed dated May 24, 2006 recorded under Document No. 2006034991 of the Official Records of Nueces County, Texas. Said tract being more particularly described by metes and bounds in Exhibit "A" attached to said Partition Deed.

TRACT III:
19.181 acres of land, more or less, out of the East Side of Lot Eleven of Map D of the George H. Paul Subdivision of the Driscoll Ranch (Book 2, Page 34), which 19.181 acres are more particularly described in Exhibit A to that certain Special Warranty Deed dated August 4, 2023 from Julian Ottino, et al to the Port of Corpus Christi Authority of Nueces County, Texas and recorded under instrument number 2023029491 of the Official Records of Nueces County, Texas.

1.02 **Term.** This Lease shall be for a term of 1 year commencing on the Effective Date and ending at 11:59 p.m. on August 17, 2026 (the "Term"). Notwithstanding the foregoing, Authority at its option may terminate this Lease by giving Lessee written notice of Lease termination, which termination shall become effective ninety (90) days after Lessee's receipt of such notice. If early termination of this occurs prior to the harvesting of any of Lessee's crops, Authority, at Authority's option, may either (a) permit Lessee to finish the current crop and harvest said crop or (b) buy the crop at fair market value. In the

event termination at Authority's election occurs prior to the time a crop stand is established to permit appraisal (and Authority elects to buy the crop at fair market value), Lessee will be reimbursed only for (a) actual out-of-pocket expenses incurred at the time of termination, and (b) cash rents paid by Lessee during the Term. Lessee agrees to cooperate with Authority in verifying Lessee's out-of-pocket expenses.

Prior to the final expiration of this Lease, Lessee shall complete the plowing-under of all stalks and stubble after harvesting the crop.

ARTICLE 2

USE AND RENT

2.01 **Permitted Uses.** The Leased Premises are to be used only for agricultural purposes. Lessee shall not use, or permit the use of, the Leased Premises for any other purpose, specifically including not using the Leased Premises for hunting, without first obtaining the consent in writing of Authority or of Authority's authorized agent, which consent may be withheld.

2.02 **Rent.** Lessee shall pay Authority, P.O. Box 1541, Corpus Christi, Texas 78403, rent for the Leased Premises in the amount of Six Thousand Thirty-Three and 83/100 Dollars ($6,033.83) per year, payable in advance, with payment being due upon execution of this Lease agreement. In the event said payment to Authority is not timely made, then this Lease shall terminate and be of no further force and effect. In the event of any holding over by Lessee beyond the Lease Term of this Lease without the written consent of Authority, Lessee is deemed to be occupying the Leased Premises as a tenant at sufferance. During any holdover period, Lessee will pay $750.00 in monthly rent and Lessee will be subject to all other terms of this Lease insofar as the same are applicable to a tenant at sufferance.

2.03 **Alterations, Additions and Improvements**. Lessee may not make any alterations, additions or improvements to the Leased Premises, except the sowing of crops and the spreading of fertilizers and pesticides, without the prior written consent of Authority. Any alterations, additions or improvements made by Lessee shall become the property of Authority at the termination of this Lease; if Authority so elects, however, Lessee shall promptly remove any alterations, additions, and improvements, and any other property placed on the Leased Premises by Lessee specified to be removed by Authority, and Lessee shall repair any damage caused by such removal.

2.04 **No Liens by Tenant.** Lessee shall have no power to subject the Leased Premises to mechanic's or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by Lessee or bonded off within 30 days, shall be a material breach of this Lease. Lessee agrees to *indemnify* and hold Authority and the Leased Premises harmless as regards any such lien on account of Lessee's activities on the Leased Premises.

2.05 **Late Payments.** If Lessee defaults in the payment of rent required under this Lease, such rental payment shall bear interest at the rate of ten (10%) percent per annum from the day it is due until actually paid. In like manner, all other obligations, benefits, and moneys which may become due to Authority from Lessee under the terms of this Lease, or which are paid by Authority because of Lessee's default hereunder, shall bear interest at the rate of ten (10%) percent per annum from the due date until paid, or in the case of sums paid by Authority, because of Lessee's default hereunder, from the date such payments are made by Authority until the date Authority is reimbursed by Lessee therefor.

ARTICLE 3

TAXES AND ASSESSMENTS

3.01 **Tenant.** During the term hereof, Lessee shall cause all taxes, general and special assessments, and other charges levied on or imposed on any of its personal property situated in, on, or about the Leased Premises to be levied on or assessed separately from the Leased Premises and Lessee agrees to pay and discharge the same before they become delinquent.

ARTICLE 4

INSURANCE AND RELEASES

4.01 Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees to procure and maintain at its sole expense during the Term of the Lease the policies of insurance described in **Exhibit A** attached hereto and in at least the minimum amounts specified in **Exhibit A**. If Lessee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Lessee's expense, and Authority is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Lessee receives Authority's notice of payment until reimbursement.

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

prevent the invalidation of the insurance coverage by reason of such waiver.

ARTICLE 5

UTILITIES

Lessee shall, during the Lease Term, pay all charges for telephone, gas, electricity and any other utilities, used by Lessee, if any, in or on the Leased Premises before they shall become delinquent and shall hold Authority harmless from any liability therefor.

ARTICLE 6

WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

ARTICLE 7

INDEMNITY

A. <u>Indemnification by Lessee</u>: Lessee shall defend, indemnify and hold harmless the Authority, its Port Commissioners, directors, managers, officers, employees and agents (the "*Authority Parties*") from and against, and Lessee shall be responsible for, any and all Claims which may be brought or instituted or asserted against the Authority Parties based on or arising out of or relating to any of the following events (each being referred to herein as an "*Indemnified Event*"): (i) the failure on the part of the Lessee or any of its sublessees or their respective owners, officers, managers, employees, agents, invitees, guests, contractors, subcontractors or licensees ("*Lessee Parties*") to comply with the provisions of applicable laws applicable to the Leased Premises Lessee's operations, or Lessee's facilities or equipment on the Leased Premises (the "*Lessee Facilities*"), or (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property occurring on the Leased Premises or the Lessee Facilities, in each case arising out of (1) the use or occupancy of the Leased Premises by Lessee or any Lessee Party, or (2) the condition, use, malfunction, or defect of any of the Lessee Facilities, or (3) the construction, alteration, repair or maintenance of the Lessee Facilities.

Notwithstanding anything to the contrary contained in this Section A of Article 7 it is expressly provided and agreed by and between the Parties that Lessee shall not be obligated to indemnify and hold harmless the Authority Parties from and against their own negligence.

Notwithstanding anything to the contrary contained in this Section A of Article 7, Lessee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Claim to the extent, but only to the extent, of (1) the amount actually recovered from one or

more insurance carriers and either paid to the Authority Parties or paid for benefit of the Authority Parties in reduction of such Claim, or (2) the percentage of responsibility attributed to the Authority Parties with respect to causing or contributing to cause the Indemnified Event for which the Claim was made.

Lessee's indemnity obligations under this Article 7 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Lessee to any employee of Lessee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the Lessee under this Article 7 shall survive the expiration or any earlier termination of the term of this Lease.

B. **Notice of Claims**: The Authority shall give the Lessee prompt and timely notice of any Claims made or instituted against it or any other Authority Party, of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to Section 6.01(a). Subject to the prior rights, if any, of insurers, the Lessee shall be entitled to control the defense and any compromise of any such Claims to the extent of any actual or potential claim for indemnification made or reserved by the Authority, but the Lessee shall give the Authority the opportunity to participate in the defense and any compromise of any such Claim to the extent of the Authority's interest therein.

ARTICLE 8

INSPECTION BY AUTHORITY

Authority retains the right to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to any structure which may be located on the Leased Premises. Nothing contained in this Article shall obligate Authority to maintain or make repairs to any improvements contrary to any other provision contained herein.

ARTICLE 9

ASSIGNMENT AND SUBLEASE

Lessee may not assign this Lease in whole or in part or any interest therein nor sublet the Leased Premises or any part thereof nor grant any license, concession or other right of occupancy of any portion of the Leased Premises without the prior written consent of Authority.

ARTICLE 10

CONDITION OF LEASED PREMISES

10.01 **As Is.** Lessee accepts the Leased Premises in an "***as-is***" condition. Authority makes no warranty as to the condition or fitness of the Leased Premises. AUTHORITY LEASES

THE LEASED PREMISES TO LESSEE "**AS IS**" AND WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY CONTAINED IN THIS LEASE. AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OF THE LEASED PREMISES.

Lessee acknowledges and agrees that, other than as specifically set forth herein, Authority will deliver the Leased Premises to Lessee in an "as is" condition. Except as expressly set forth herein, Authority is not making, and has not at any time made, any warranties or representations of any kind or character, express or implied, with respect to the Leased Premises, including but not limited to: any warranties or representations as to habitability, merchantability, fitness for a particular purpose; physical or environmental condition of the Leased Premises, productivity, remaining useful life or variety of any crop previously or presented planted on the Leased Premises; the actual number of acres or property corners or boundaries of the Leased Premises; the suitability, quality or quantity of the Leased Premises; or the existence of any governmental approvals. Lessee has inspected the Leased Premises and is satisfied that it is suitable for the purposes of this Lease. Lessee further hereby acknowledges that Lessee is relying solely upon Lessee's own physical inspection of the Leased Premises and not any statements, oral or written, which may have been made by any of the Authority Parties or Authority's contractors in consummating the Lease of the Leased Premises. **Lessee expressly waives, to the extent allowed by law,** all rights or causes of action for latent or hidden defects**; and any claims under federal or state or other law that Lessee might otherwise have against the Authority Parties regarding the condition of the Leased Premises and releases the Authority Parties and their successors and assigns from any liability to Lessee and Lessee's successors and assigns, for the condition of the Leased Premises, whether known or unknown, present and future, including liabilities, if any, due to the existence, now or hereafter, of any Hazardous Materials on the Leased Premises and due to the existence, now or hereafter, of a violation, if any, of any Laws and Regulations.**

Lessee agrees to accept possession of the Leased Premises in the condition same are in on the date of commencement of the term of this Lease. Lessee has inspected and examined the Leased Premises and accepts it in its present condition and without any representation on the part of the Authority as to the present or future condition of such property.

10.02 **Maintenance.** Authority is not obligated to make any improvements, replacements or repairs of any kind to the Leased Premises.

Lessee agrees to operate the Leased Premises during the term of this Lease in an efficient and economic manner and consistent with the best agricultural practices employed in the farming industry in the area where the Leased Premises is located, to protect and preserve the soil. No Gin Trash to be spread on the Leased Premises.

Lessee shall not commit, or allow to be committed, any waste on the Leased Premises including the spreading of Gin waste; allow or create any nuisance to exist on the Leased Premises; or use or allow the Leased Premises to be used for an unlawful purpose. Lessee shall not make any material alterations (including fence relocation, tree or brush removal, or road construction) to the Leased Premises without the prior written consent of Authority.

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10.03 **Operations of Others.** This Lease is made subject to the following matters ("Matters"): all laws and regulations, including environmental protection laws, building codes, and zoning laws (collectively "Laws and Regulations"), all matters of record including easements, restrictive covenants, interests in the mineral estate outstanding in persons other than Authority, visible and apparent easements, and encroachments on to the Leased Premises by adjoining landowner's improvements or by improvements on the Leased Premises onto adjoining property. This Lease shall also be subject to Authority's right to grant geophysical permits, access agreements, pipeline easements and other easements and agreements affecting the Leased Premises; and the rights of Lessee under this Lease shall be subject to and subordinate thereto. Authority shall not be liable to Lessee as a result of any operations conducted in connection with any such matters. However, nothing herein contained shall be construed to exempt any person, firm or corporation conducting such operations from liability to Lessee for actual damages suffered by Lessee as a result of the negligence or wrongful acts of such person, firm or corporation conducting such operations, including, but not limited to, the right on the part of Lessee to recover for damages to crops. Authority is not obligated to share with Lessee payments made for permanent or long-term damage to the Leased Premises or sums received from the granting of geophysical agreements, access agreements, easements, and other agreements affecting the Leased Premises now or in the future.

ARTICLE 11

DEFAULT

11.01 **Events of Default.** Authority may terminate this Lease and the term demised upon the happening of any one or more of the following events:

(a) The making by Lessee of an assignment for the benefit of Lessee's creditors;

(b) The levying on or against the property of Lessee, located on the Leased Premises, by a writ of execution or attachment which is not released or discharged within thirty (30) days thereafter;

(c) Lessee's adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged, within thirty (30) days after the institution of said proceedings;

(d) The doing or permitting to be done by Lessee of any act which creates a

mechanic's lien or claim therefor against the land or improvements of which the Leased Premises are a part, which is not released or otherwise provided for by indemnification satisfactory to Authority within thirty (30) days thereafter; or

(e) The failure of Lessee to pay rent, or other charge or money obligation herein required to be paid by Lessee, when due, or to perform any other of the covenants or terms under this Lease, within twenty (20) days after written notice provided, however, if the breach of such term, condition or covenant is of such a nature that it can be cured, and in the further event Lessee initiates curative action within such twenty (20) day time period, then Authority shall not invoke the provisions of this Subsection so long as Lessee is diligently pursuing such cure.

11.02 **Remedies.** Subject to the provisions contained elsewhere in this Lease if any default by either party continues uncorrected for thirty (30) days after receipt of written notice from the other party stating with particularity the nature and extent of such default, the party giving such notice may terminate this Lease by written notice of such termination delivered to the other party in accordance with the terms hereof, and such termination shall be without prejudice to any other available legal remedy.

ARTICLE 12

HAZARDOUS MATERIALS

12.01 **Hazardous Materials.** Lessee shall not cause or permit any Hazardous Materials to be used, stored, generated, or disposed of on, in or about the Leased Premises, without obtaining Authority's prior written consent, which consent is not to be unreasonably withheld.

If any Hazardous Materials are used, stored, generated, or disposed of on, in, or about the Leased Premises, by Lessee, its agents, employees, representatives or contractors, or if the Leased Premises become contaminated in any manner as a* result *of any breach of the foregoing covenant or any act or omission of Lessee or any of its agents, employees or contractors, Lessee shall indemnify, defend and hold harmless Authority from any and all claims, demands, actions, damages, fines, liens, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses (including without limitation, any decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of Leased Premises), and expenses arising during or after the term of this Lease and arising as a result of such contamination.

This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits any person within its control to cause the presence of any Hazardous Materials on, in, or about the Leased Premises that results in contamination, Lessee, at its sole expense, shall promptly take any and all necessary actions to return the Leased Premises to the same condition that existed prior to the presence of any such

Hazardous Materials on, in, or about the Leased Premises. Lessee shall first obtain Authority's approval for any such remedial action.

Notwithstanding the foregoing, this indemnification shall only apply to contamination by Hazardous Materials resulting from Lessee's use and operation of the Leased Premises.

As used herein, the term "Hazardous Materials" means all hazardous or toxic substances, wastes, materials or chemicals, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos and asbestos-containing materials, pollutants, contaminants and all other materials and substances, including but not limited to radioactive materials regulated pursuant to any Environmental Laws or that could result in liability under any Environmental Laws. "Environmental Laws" means all applicable foreign, federal, state and local statutes, rules, regulations, ordinances, orders, decrees and common law relating in any manner to pollution or protection of the environment, to the extent and in the form that such exist at the date hereof. The provisions under this Section shall survive the expiration or earlier termination of this Lease.

ARTICLE 13

MISCELLANEOUS

13.01 **Notice.** All notices provided to be given under this Lease shall be delivered in person or be given by certified mail or registered mail, addressed to the proper party, at the following address:

AUTHORITY:

Attn: Chief Executive Officer
P.O. Box 1541
Corpus Christi, Texas 78403

LESSEE:

Jalufka Farms
Attn: Robert Jalufka
2846 HWY 44
Robstown, Texas 78380

or such other place or places as Authority or Lessee may designate, from time to time, in writing.

13.02 **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and assigns where permitted by this Lease.

13.03 **Texas Law.** This Lease shall be construed under and in accordance with the laws of the

State of Texas. Venue of any action arising out of this Lease will be in Nueces County, Texas.

13.04 **Partial Invalidity.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.05 **Entire Agreement.** This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13.06 **Written Amendments.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

13.07 **Contractual Relationship:** Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against Authority or Lessee.

13.08 **Cumulative Rights.** The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive his or its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

13.09 **Separate Waivers.** No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any breach of the same or any other term, condition, or covenant contained herein.

13.10 **Attorney's Fees.** In the event Authority or Lessee breaches any of the terms of this Lease whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

13.11 **Public Disclosure:** Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and 552), and as such Authority is required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Lessee agrees that the disclosure of this Lease or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Authority as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability or action by Lessee.

13.12 **Headings.** The subject headings included herein are for convenience only and shall not be construed in interpreting this Lease.

13.13 **Gender.** As used in this Lease, whenever the context so indicates, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others.

13.14 **Timeliness.** Time is of the essence of this Lease.

13.15 **Mediation**. Authority and Lessee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Lease before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee must agree upon a mediator within fifteen (15) days after a written request for mediation by either party, or either party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Authority and Lessee will each pay one-half of the costs of mediation to the mediator.

The provisions of this Section survive expiration or termination of the Lease.

13.16 **Force Majeure.** In the event either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, pandemic, epidemic, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "*force majeure*"), such party shall be excused for the period of time equivalent to the delay caused by such *force majeure*.

13.17 **Interpretation.** The parties hereby agree that in the event that a judicial interpretation of any of the terms or provisions of this Lease is required, that it is their desire that the court shall not construe the language against either party hereto on the basis, or for the reason, that one party or the other was responsible for the drafting of this Lease.

Signature Pages Immediately Follow

IN WITNESS WHEREOF, the undersigned Authority and Lessee hereby execute this Lease as of the day and year of the parties' respective acknowledgement, but effective as of the Effective Date.

AUTHORITY:

By: _____
Kent A. Britton
Chief Executive Officer

LESSEE:

Jalufka Farms Type text here

By: Robert Jalufka
Robert Jalufka, Sole Proprietor

EXHIBIT A

LESSEE'S INSURANCE REQUIREMENTS

Without limiting the indemnity obligations or liabilities of Lessee or its insurers provided in this Lease, before commencing any material activities on the Leased Premises under this Lease, Lessee shall procure and maintain at its sole expense during the Term of the Lease, and during any time period following expiration or termination of the Lease in which Lessee is required to perform additional work on the Leased Premises, the following policies of insurance (sometimes collectively referred to as the "***Policies***") and in at least the minimum amounts specified below:

(1) *Farm & Ranch Liability Insurance.* Farm & Ranch Liability insurance coverage, which shall cover or be endorsed to cover bodily injury, personal injury, property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability, with a per occurrence limit of $1,000,000 and aggregate limits of at least $2,000,000 and endorsed to name the Authority Parties as additional insureds on a primary, non-contributory basis.

(2) *Automobile Liability Insurance.* When any motor vehicles (owned, non- owned or hired by Lessee) are used in connection with work being performed on the Leased Premises, the Lessee shall provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage; and endorsed to name the Authority Parties as additional insureds on a primary, non-contributory basis.

Lessee shall deliver to Authority, prior to the commencement of any material activity by Lessee on the Leased Premises, as proof of the insurance required of Lessee, a certificate or certificates of insurance (and any endorsements required to provide evidence of the insurance coverages required under this Lease) describing the Policies, which certificates must be in their form and content, reasonably acceptable to the Authority.

In the event that a claim is filed against a Party and governed by the terms of this Lease, the other Party shall, upon receipt of a written request, deliver to the first Party, true and correct copies of the Policies required hereunder which may be responsive to the claim. In addition, to the extent that during the Term there shall occur any material changes in any of the Policies required hereunder, Lessee shall notify the Authority of such changes.

From time to time during the Term to the extent that the Authority provides written notice to Lessee evidencing reasonable belief (in reasonable detail) that the amounts of coverage required by this Lease to be maintained have become insufficient to adequately protect the interests of the Authority, then upon such notice the Parties will commence a dialog in good faith to discuss a possible adjustment to the coverage amounts herein provided, to adequately restore the protection afforded to the interests of the Authority.

Lessee shall deliver to the Authority certificates of renewal prior to the expiration date of each of the Policies required to be maintained by the Lessee. The company writing each of the Policies, must possess a Financial Strength Rating of no less than "A-" and a Financial Size Category rating of at least "VI" by A.M. Best Company (or any successor rating agency or entity reasonably selected by Authority if A.M. Best Company discontinues publishing ratings of insurance companies or if the rating system is changed). If Lessee has a captive insurance company, Lessee shall deliver to Authority a copy of the most recent audited financial statements of Lessee's captive insurance company, which is presented on a consolidated basis with Lessee, before commencing any material activities on the Leased Premises, under this Lease. Lessee represents and warrants to the Authority that the financial statements of Lessee's captive insurance company, are audited annually by a certified public accountant. Lessee shall submit a copy of the audited financial statements of Lessee's captive insurance company to the Authority annually within one hundred eighty (180) days after the close of the captive insurance company's fiscal year.

Notwithstanding the foregoing, Lessee may elect, with Authority's review and consent, to comply with the insurance obligations using self-insurance programs maintained by it or its corporate parent. If Lessee exercises the option to self-insure, then (i) Lessee shall provide written notice of its intent to self-insure accompanied with details of its self-insurance program; (ii) such self-insurance program must be permitted by applicable law; (iii) the insuring company must maintain a net worth (as shown by its most recent financial statements audited in accordance with generally accepted accounting principles) of not less than One Hundred Million Dollars ($100,000,000); and (iv) the insuring company must maintain an "Investment Grade" financial rating by Moody's or Standard and Poor's or an equivalent rating service; and as to any of the insurance requirements which Lessee elects to self-insure, Lessee will self-insure Authority in the same manner as an additional insured using self-insurance programs maintained by Lessee or Lessee's corporate parent. If Lessee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding $500,000, Authority and Lessee shall maintain all rights and obligations between themselves as if Lessee maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. Lessee or its corporate parent, whichever maintains the self-insurance program, 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 Lessee had maintained the insurance pursuant to this Lease. Authority shall not be responsible for payment of any deductible or self-insured retention or uninsured amount**.**

Prior to the execution of this contract and prior to the expiration date of each of the Policies, Lessee 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 Lessee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions, Authority and Lessee shall maintain all rights and obligations between themselves as if Lessee 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 contract, and annually thereafter, Lessee 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. Lessee 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 Lessee had maintained the insurance pursuant to this Section.

Without limiting any of the other obligations or liabilities of Lessee, Lessee shall require each Contractors/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, Lessee may include its Contractors/Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Lessee's certificate of insurance shall note in such event that Contractors/Subcontractors are included as additional insureds and that Engineer agrees to provide workers' compensation for Subcontractors and their employees. Lessee shall obtain and monitor the certificates of insurance from each Contractors/Subcontractor in order to assure compliance with the insurance requirements. Lessee 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 Contractors/Subcontractors. PCCA 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 August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Yudi Takizawa, Director of Trade Development
Sam Esquivel, Director of Real Estate Services

Approve a 1-year Option Agreement with Texas Fuel & Asphalt, LLC., for two tracts totaling approximately 18.4 acres, located east of Bulk Liquid Handling Facility Dock 3, Nueces County, Texas.

SUMMARY: Texas Fuel & Asphalt, LLC (TFA) is requesting a one-year Option Agreement for two tracts totaling approximately 18.4 acres, located east of Bulk Liquid Handling Facility Dock 3 in Nueces County, Texas, as shown in the attached exhibit. Tract 1 consists of 3.4 acres, and Tract 2 consists of 15 acres. PCCA will grant to TFA the right to option the property for a term of one year, beginning on August 19, 2025, the exclusive right and option to enter into a lease agreement for the Option Property under the basic lease terms provided in Exhibit B of the Lease Option Agreement.

During the option period, TFA and its employees, agents, and contractors will have access to the property to evaluate its suitability for a proposed asphalt blending terminal. This includes conducting geotechnical and environmental studies, surveys, and other necessary investigations, all at TFA's sole expense and subject to PCCA's standard access agreement.

BACKGROUND: Texas Fuel & Asphalt has been conducting a feasibility study to build a new liquid asphalt terminal blending facility since 2023 with PCCA. TFA had an option at another PCCA-owned property but due to unforeseen challenges the work could not be completed. The option on the new site will provide TFA with the necessary time and resources to finalize the necessary investigations.

ALTERNATIVES: Deny the Option Agreement and TFA will not have access to the property.

CONFORMITY TO PORT POLICY: This Option Agreement is consistent with the PCCA Strategic Plan 2026: Strategic Goal #3 – Provide facilities and services to meet customer needs.

EMERGENCY: N/A

FINANCIAL IMPACT: $1,200 paid upon execution of the contract.

STAFF RECOMMENDATION: Staff recommends approval of the 1-year Option Agreement with Texas Fuel & Asphalt, LLC., for two tracts totaling approximately 18.4 acres, located east of Bulk Liquid Handling Facility Dock 3.

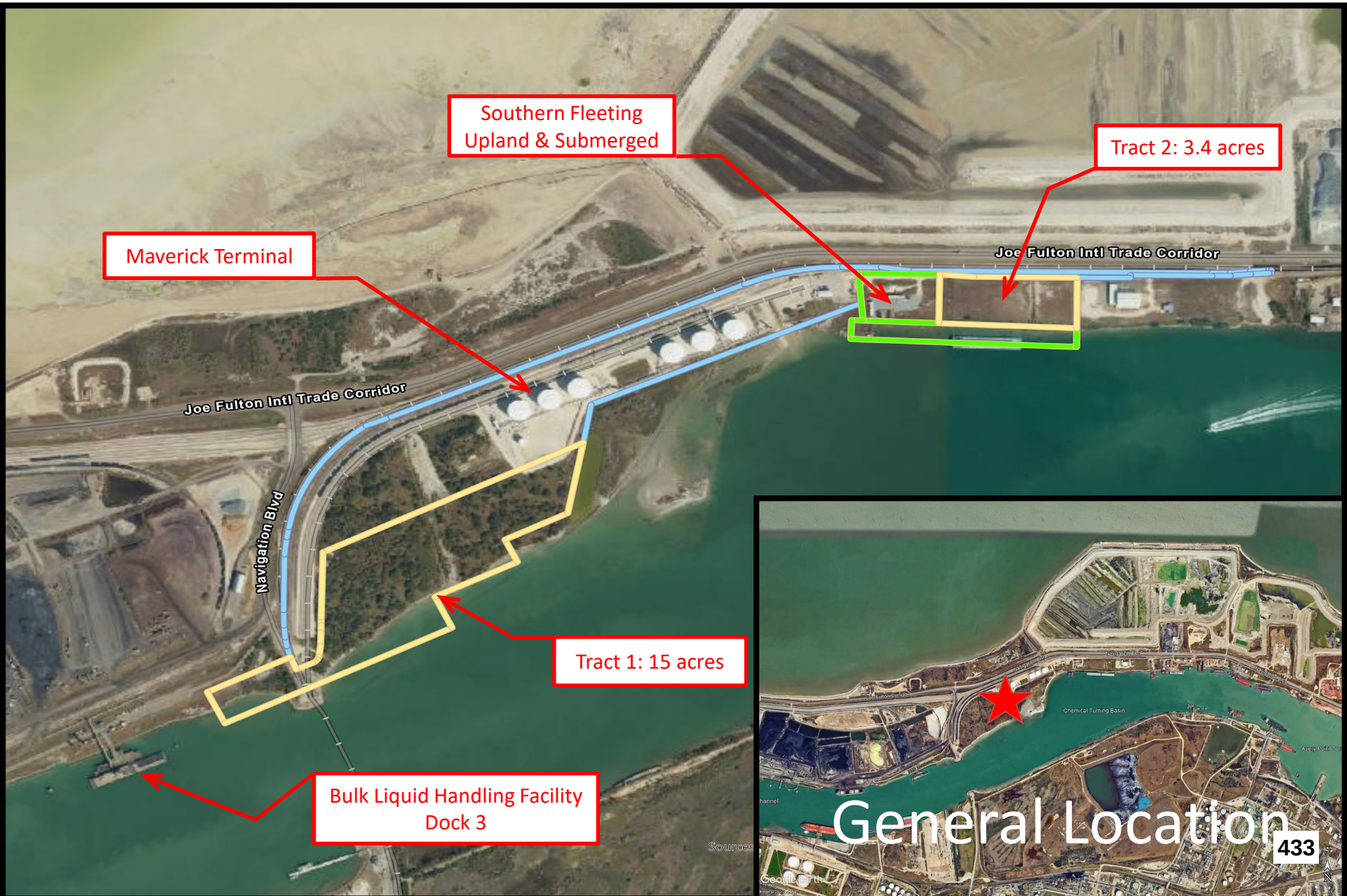
DEPARTMENTAL CLEARANCES:

Originating Department	Trade Development
Reviewed & Approved	Yudi Takizawa Sam Esquivel
Legal	Bruce S. Hawn
Executive Staff	Kent A. Britton Omar Garcia

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Option Agreement

Approve a 1-year Option Agreement with Texas Fuel & Asphalt, LLC., for two tracts totaling approximately 18.4 acres, located east of Bulk Liquid Handling Facility Dock 3, Nueces County, Texas.



LEASE OPTION AGREEMENT

This Lease Option Agreement (hereinafter the "***Option Agreement***"), dated as of August 18, 2025 (the "***Option Agreement Date***"), is entered into by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, a political subdivision of the State of Texas (the "***Authority***"), and **Texas Fuel & Asphalt**, a Texas limited liability company (the "***Optionee***"). Optionee and the Authority may be referred to herein individually as a "***Party***" or collectively as the "***Parties***."

Recitals

A. The Authority owns the surface estate of two tracts of land in Nueces County, Texas, Tract 1 containing three and four-tenths (3.4) acres of land ("***Tract I***"), more or less, and Tract 2 containing fifteen (15) acres of land, ("***Tract II***") more or less and which tracts are depicted in **Exhibits "A-1", "A-2", & "A-3"** attached to and incorporated by reference into this Option Agreement (collectively referred to as the "***Option Property***"); and

B. Optionee wishes to acquire the exclusive right and option to lease the Option Property from the surface of the ground to a depth of two hundred feet below the surface of the Option Property in accordance with the terms of the Lease Agreement described in paragraph 3.

C. References herein to "***paragraphs***" are to the numbered paragraphs in this Option Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, Authority and Optionee agree as follows:

1. Grant of Exclusive Lease Option. For the sum of Twelve Hundred and no/100 Dollars ($1,200.00) paid to the Authority by the Optionee on or within thirty (30) days after the Option Agreement Date, the Authority hereby grants to Optionee for a term of one year, beginning on the Option Agreement Date (the "***Option Period***"), the exclusive right and option to enter into a lease agreement for the Option Property in the form described in paragraph 3 (the "***Lease Agreement***" or the "***Lease***").

2. Option Fees. The amount paid to the Authority pursuant to paragraph 1 is referred to herein as the "***Option Fees***." The Option Fees are nonrefundable for any reason, including the failure of the Parties to reach agreement on the form of the Lease Agreement or the failure of the Authority's governing body to approve it. The Authority will retain all Option Fees paid to the Authority as consideration for granting this option

3. Form of Lease Agreement. The Lease Agreement shall include, but shall not be limited to, the basic lease terms attached hereto as **Exhibit "B"** ("***Basic Lease Terms***"). The Authority shall deliver the first draft of the Lease Agreement to Optionee within nine (9) months after the Option Agreement Date. Optionee shall provide written comments on the first draft of the Lease to the Authority within thirty (30) days after receiving the first draft. Thereafter, the Parties agree to use commercially reasonable efforts to reach agreement on the final form of the

Lease Agreement to be presented to the governing body of the Authority (the "***Port Commission***"); provided, however, that nothing in this Option Agreement guarantees that the Parties will reach agreement on the final form of the Lease or that the Port Commission will approve it. The Parties will be deemed to have reached agreement on the final form of the Lease Agreement when the form of the Lease Agreement has been approved as to form by the executive officers of the Optionee and Authority (the "***Final Lease Form***"). If the Parties are unable to agree on the final form of the Lease Agreement on or before the last day of the Option Period, this Option Agreement will terminate at the close of business on such date without notice, and the Authority will retain all Option Fees paid to the Authority as consideration for granting this Option.

4. Exercise of Option. Optionee may exercise this option only by giving the Authority written notice of such exercise exercise (i) no sooner than the date on which the Parties reach agreement on the Final Lease Form, and (ii) no later than 5:00 p.m. Central Time on the last day of the Option Period; provided, however, that this option may not be exercised after Optionee has received (i) notice of a Project Default until such default has been cured, or (ii) notice that the Authority has terminated the Optionee's right to exercise this option pursuant to the terms of this Option Agreement. If the option is not exercised on or before 5:00 p.m. Central Time on the last day of the Option Period, it will automatically terminate on that date without notice.

5. Approval and Execution of Final Lease Form. If Optionee exercises this option in timely fashion as provided in paragraph 4, Authority will have execution copies of the Final Lease Form prepared in duplicate and delivered to Optionee as soon as practicable. Optionee (as Lessee) will execute the execution copies of the Final Lease Form as soon as practicable thereafter and deliver them to the Authority for Port Commission action. The Final Lease Form will be presented to the Port Commission for approval at the first Port Commission meeting occurring at least one week after the date on which the Authority receives Optionee's signed copies of the Final Lease Form (the "***Applicable Meeting***"). If the Final Lease Form is approved by the Port Commission at the Applicable Meeting, the Authority will execute both copies of the Final Lease Form countersigned by Optionee and return one fully executed copy of the Lease Agreement to Optionee as promptly as possible. If the Port Commission fails to approve the Final Lease Form at the Applicable Meeting, the Authority shall notify Optionee of such failure and the Optionee shall have no further rights hereunder to lease the Option Property. Optionee acknowledges that the Port Commission is not required to approve the Lease Agreement. Furthermore, Optionee acknowledges and agrees that if the Port Commission fails to approve the Final Lease Form at the Applicable Meeting, the Authority will nevertheless retain all Option Fees paid to the Authority as consideration for granting this Option.

6. Termination of Option to Lease Option Property. The Optionee's right to exercise this option to lease the Option Property shall terminate on the first to occur of the following: (A) the failure of the Parties to agree on the final form of the Lease Agreement on or before the last day of the Option Period; (B) the failure of the Port Commission to approve the Lease Agreement in the form presented to the Port Commission for approval at the Applicable Meeting; or (C) the failure of Optionee to exercise the option on or before 5:00 p.m. on the last day of the Option Period. When the Optionee's right to exercise this option terminates, (i) the Authority shall be entitled to retain the Option Fees, and (ii) any environmental studies of the Option Property developed by the Optionee will be assigned to the Authority and become Authority's property, and

the Optionee shall have no further rights under this Option Agreement to lease the Option Property. Authority will retain all Option Fees paid by Optionee to the Authority as consideration for granting this Option and removing the Option Property from available acreage on Authority's website, whether or not Optionee exercises the Option.

7. Access to Option Property. During the period beginning on the Option Agreement Date and ending on the date the Optionee's right to exercise this option terminates in accordance with paragraph 7 (the "***Term***"), the Authority shall afford Optionee and its employees, agents and contractors to access the Option Property for purposes of determining the suitability of the Option Property for the use intended by Optionee, including geotechnical and environmental studies, analyses and tests, and such other tests, investigations, surveys and similar activities that Optionee may deem necessary, at the sole cost of Optionee, and in all cases subject to Authority's standard form of access agreement. **Optionee acknowledges that Authority is making no representations as to the Option Property, except as expressly contained herein, or the suitability of the Option Property for the Optionee's purposes, and to the maximum extent permitted by applicable law, Authority hereby disclaims, and Optionee hereby waives the benefit of, any and all implied warranties, including implied warranties of habitability, fitness, or suitability of the Option Property for Optionee's purposes.** Optionee and its employees, agents and contractors shall have the right to bring necessary vehicles and equipment onto the Option Property to conduct such tests, investigations, surveys and similar activities.

8. Title and Covenant Not to Encumber.

(a) Authority warrants that it has and will maintain during the Term good and marketable title to the surface of the Option Property and that it has the full power and authority to enter into and execute this Option Agreement and the Lease Agreement, subject to the Port Commission's approval of the final form of the Lease Agreement. Authority further warrants that there are no (and during the Term there will not be any) deeds to secure debt, mortgages, liens or judgments encumbering the Option Property and that there are no other encumbrances on the Option Property that would prevent the Optionee from using the Option Property for the purposes set out in the Lease Agreement.

(b) Notwithstanding anything to the contrary contained in this Option Agreement, the Authority may lease the Option Property to others or use the Option Property for its own purposes during the Term.

9. Assignment. Optionee shall have the right to assign its rights under this Option Agreement to (i) any of Optionee's Affiliates (as defined below), (ii) any corporation, limited liability company or partnership that acquires all of the ownership interests in Optionee, merges or consolidates with Optionee or acquires all or substantially all of the assets of Optionee, if the net worth of any acquiring entity or resulting entity is more than the net worth of Optionee, or (iii) any other person the Authority approves in advance in writing. For purposes of this Agreement, "***Affiliate***" shall mean, with respect to any person or entity, at the time such determination is being made, any person or entity controlling, controlled by or under common control with such first person or entity, in each case, whether directly or indirectly, and "***control***", and any derivation thereof, for the purposes of this Agreement, means (i) the ownership of greater than 50% of the

voting securities of a person or entity, or (ii) the control, directly or indirectly, of the power to direct the management and policies of a person or entity (whether through the ownership of voting securities or otherwise).

10. Notices. Notices required to be given to either Party may be given by certified first-class mail or overnight delivery to the appropriate Party at its address listed below. Notice may also be given by personal service. Any notice given by mail shall be deemed to have been given one day after such notice was deposited in the United States mail, certified and postage prepaid, or on the next business day (if delivered by overnight delivery) addressed to the party to be served. In all cases, notice will be considered delivered when received at the address stated for the addressee's receipt of notice. Either Party may change the address for notice by giving the other Party written notice as provided in this paragraph. The addresses for notices are as follows:

If to Authority:

Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
Attention: Chief Executive Officer

If to Optionee:

Texas Fuel & Asphalt
P.O. Box 9605
Corpus Christi, Texas 78469
Attention: Dan Murphy

11. Entire Agreement. This Option Agreement contains the entire agreement between the Parties relating to the option granted herein. Any oral representations or modifications concerning the option made by either Party before or after the execution of this Option Agreement have no force. This Option Agreement may be altered or amended in the future solely by written agreement of the Parties. This Option Agreement is to be construed under Texas law, and all obligations of the Parties are performable in Nueces County, Texas.

12. Dispute Resolution. In the event a dispute arises between the Parties regarding the application or interpretation of, or in any way relating to, this Option Agreement, the Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. If the Parties shall have failed to resolve the dispute within the ten (10) Business Days after any written notice of the dispute has been received by the other Party, then either Party may elect to refer the dispute to the respective upper management of the Parties by notice in writing to the other Party, and the respective appropriate upper management of the Parties shall meet within the ten (10) Business Days after the date of the notice to resolve the dispute. If the dispute is not resolved within five (5) Business Days after such a meeting has commenced (but in any event within ten (10) Business Days after the date of the letter referring the matter to upper management), then either Party may at any time thereafter resort to mediation, under the provisions of Paragraph 13. For purposes of this Option Agreement, "***Business Days***" means any day other than Saturday or Sunday or any other day on which banks in Texas are permitted or required to be closed.

13. Mediation. Authority and Optionee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Option Agreement before a mediator to be agreed upon by Authority and Optionee. Authority and Optionee must agree upon a mediator within fifteen (15) Business Days after a written request for mediation by either Party, and if Authority and Optionee are unable to agree upon a mediator within such time period, either Party may request that the American Arbitration Association appoint a mediator. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Authority and Optionee will each pay one-half of all costs of mediation to the mediator. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

14. Litigation. Authority and Optionee agree that if any controversy or claim arising out of or related to this Option Agreement cannot be resolved in mediation within the deadlines set forth above, then either Party may elect to resolve the controversy or claim though litigation filed and maintained in the federal or state courts located in Corpus Christi, Nueces County, Texas. Authority and Optionee each submits to the exclusive jurisdiction of said courts and waives the right to change venue. The costs and expenses of litigation (including attorneys' fees) of the prevailing party will be borne by the other Party.

15. Counterparts. This Option Agreement may be executed in multiple counterparts, each of which shall be considered to be an original. Delivery of executed counterparts of this Option Agreement by electronic transmission shall have the same effect as delivery of original executed counterparts.

16. Subsurface Rights. The Lease shall only convey surface use rights, in and to the Option Property from the surface of the ground to a depth of two hundred feet below the surface of the Option Property. The Option Property will not include any portion of the surface estate below a depth of 200 feet below the surface of the ground of the Option Property (the "***Subsurface Estate***"). Authority or any lessee of the Subsurface Estate shall have reasonable rights of access to the Subsurface Estate underlying the Option Property. In the Lease, the Authority will reserve all water and geothermal resources underlying the Option Property, and the Optionee shall have no right to use, lease or sell such water or geothermal resources. Authority reserves the right to lease the pore space below the Option Property to one or more third parties and to grant to such party or parties the right to inject and permanently store carbon dioxide in such pore space. For the absence of doubt, Optionee may not inject or grant any other party the right to inject carbon dioxide into the pore space in the Subsurface Estate lying below the Option Property. Furthermore, Optionee may not drill into or otherwise access any of the Authority's land below the Option Property for any purpose. Should the Authority lease the pore space under the Option Property to a third-party (the "***Pore Space Lessee***"), the Authority reserves the right to lease to the Pore Space Lessee pad sites on the surface of the Option Property for injection, monitoring, and test wells as long as such wells will not unreasonably interfere with the rights or interests of Optionee hereunder or under the Lease. The Authority also reserves the right to grant the Pore Space Lessee the right to conduct seismic operations on the Option Property in connection with its CO2 sequestration

program, as long as such seismic operations will not unreasonably interfere with the rights or interests of Optionee hereunder or under the Lease.

Signature Page Immediately Follows

Each Party is signing this Option Agreement on the date provided below that Party's signature, to be effective, however, for all purposes as of the Option Agreement Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

_____
Kent A. Britton
Chief Executive Officer

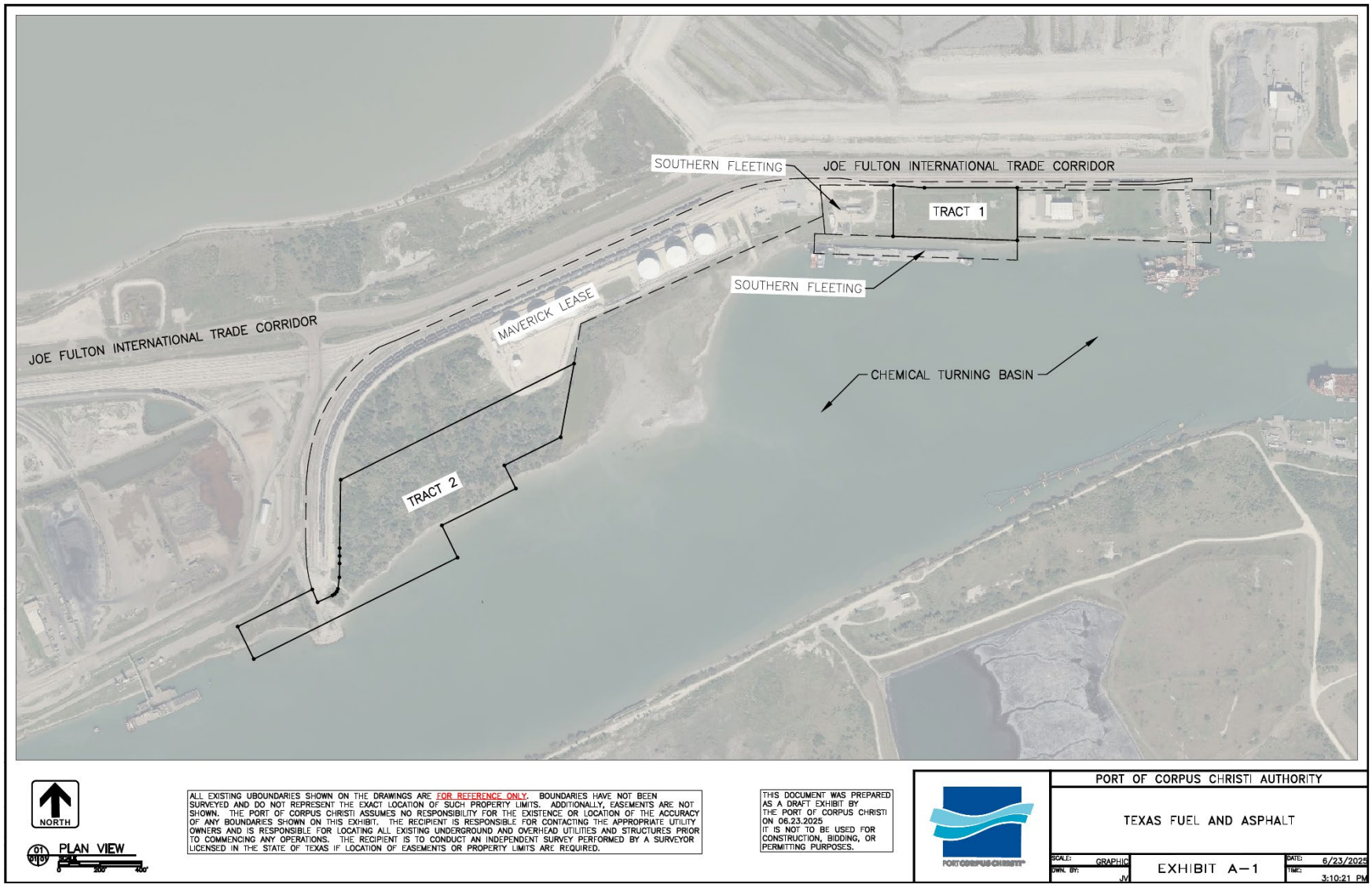
Date: _____,2025

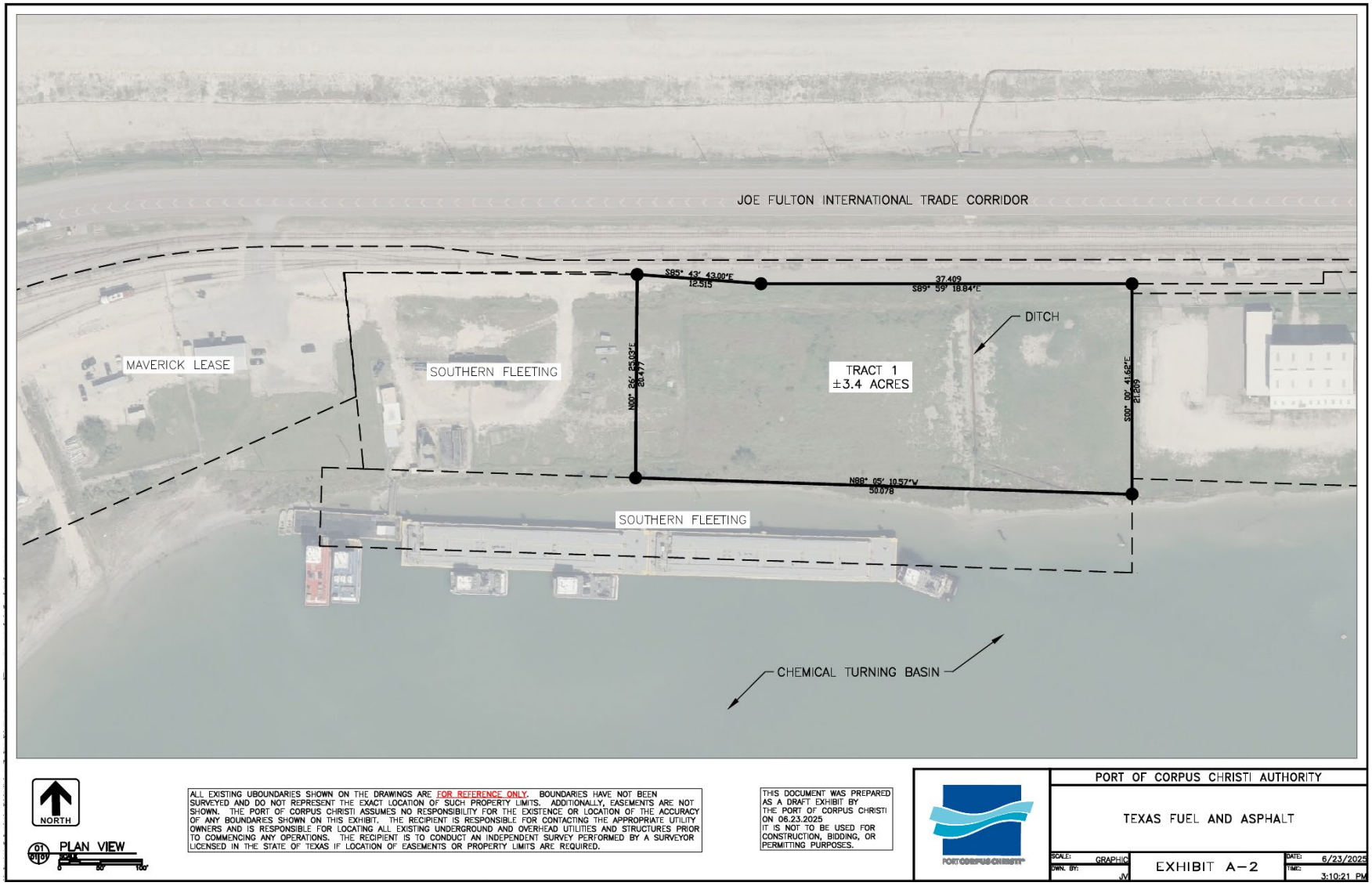
TEXAS FUEL & ASPHALT

_____
Name: John Murphy
Title: Vice President

Date: August, 8, 2025

EXHIBIT A


SOUTHERN FLEETING
JOE FULTON INTERNATIONAL TRADE CORRIDOR
TRACT 1
SOUTHERN FLEETING
MAVERICK LEASE
JOE FULTON INTERNATIONAL TRADE CORRIDOR
CHEMICAL TURNING BASIN
TRACT 2
NORTH
PLAN VIEW
SCALE
0
200'
400'
ALL EXISTING UBOUNDARIES SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY. BOUNDARIES HAVE NOT BEEN SURVEYED AND DO NOT REPRESENT THE EXACT LOCATION OF SUCH PROPERTY LIMITS. ADDITIONALLY, EASEMENTS ARE NOT SHOWN. THE PORT OF CORPUS CHRISTI ASSUMES NO RESPONSIBILITY FOR THE EXISTENCE OR LOCATION OF THE ACCURACY OF ANY BOUNDARIES SHOWN ON THIS EXHIBIT. THE RECIPIENT IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY OWNERS AND IS RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND STRUCTURES PRIOR TO COMMENCING ANY OPERATIONS. THE RECIPIENT IS TO CONDUCT AN INDEPENDENT SURVEY PERFORMED BY A SURVEYOR LICENSED IN THE STATE OF TEXAS IF LOCATION OF EASEMENTS OR PROPERTY LIMITS ARE REQUIRED.
THIS DOCUMENT WAS PREPARED AS A DRAFT EXHIBIT BY THE PORT OF CORPUS CHRISTI ON 06.23.2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.
PORT OF CORPUS CHRISTI AUTHORITY
TEXAS FUEL AND ASPHALT
SCALE: GRAPHIC
DWN. BY: JV
EXHIBIT A–1
DATE: 6/23/2025
TIME: 3:10:21 PM


JOE FULTON INTERNATIONAL TRADE CORRIDOR
S85° 43' 43.00"E
12.515
37.409
S89° 59' 18.84"E
DITCH
MAVERICK LEASE
SOUTHERN FLEETING
N00° 25' 25.03"E
24.477
TRACT 1
±3.4 ACRES
S00° 09' 41.62"E
21.809
N88° 05' 10.57"W
50.078
SOUTHERN FLEETING
CHEMICAL TURNING BASIN
NORTH
PLAN VIEW
0
50'
100'
ALL EXISTING UBOUNDARIES SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY. BOUNDARIES HAVE NOT BEEN SURVEYED AND DO NOT REPRESENT THE EXACT LOCATION OF SUCH PROPERTY LIMITS. ADDITIONALLY, EASEMENTS ARE NOT SHOWN. THE PORT OF CORPUS CHRISTI ASSUMES NO RESPONSIBILITY FOR THE EXISTENCE OR LOCATION OF THE ACCURACY OF ANY BOUNDARIES SHOWN ON THIS EXHIBIT. THE RECIPIENT IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY OWNERS AND IS RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND STRUCTURES PRIOR TO COMMENCING ANY OPERATIONS. THE RECIPIENT IS TO CONDUCT AN INDEPENDENT SURVEY PERFORMED BY A SURVEYOR LICENSED IN THE STATE OF TEXAS IF LOCATION OF EASEMENTS OR PROPERTY LIMITS ARE REQUIRED.
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PORT OF CORPUS CHRISTI AUTHORITY
TEXAS FUEL AND ASPHALT
SCALE: GRAPHIC
DWN. BY: JV
EXHIBIT A-2
DATE: 6/23/2025
TIME: 3:10:21 PM

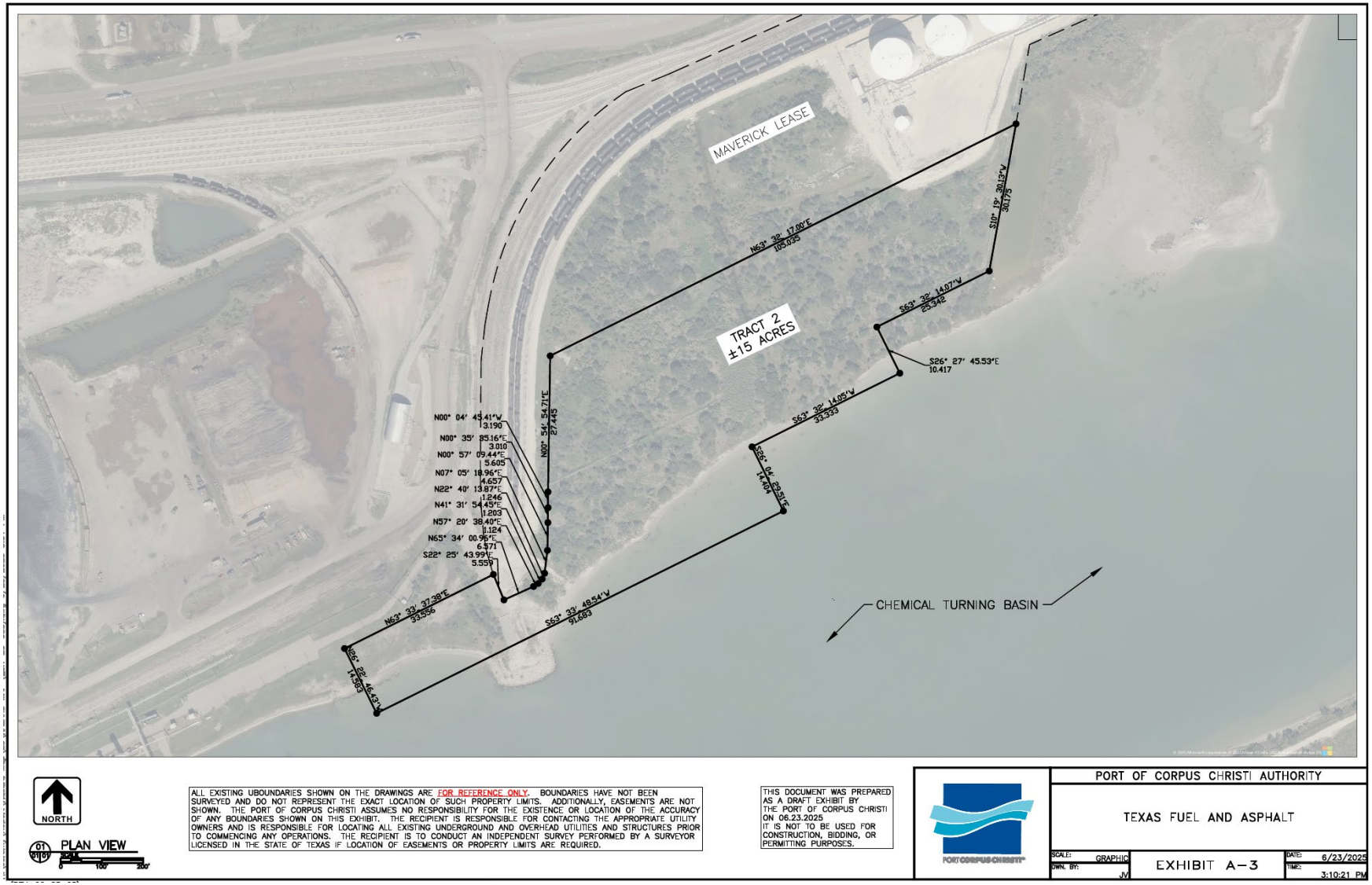

MAVERICK LEASE
TRACT 2
±15 ACRES
CHEMICAL TURNING BASIN
N63° 32' 17.00"E
105.035
S10° 19' 30.13"W
301.175
S63° 32' 14.07"W
25.342
S26° 27' 45.53"E
10.417
S63° 32' 14.05"W
33.333
S66° 04' 29.51"E
14.484
S63° 32' 48.54"W
91.683
N65° 22' 44.43"W
14.583
N63° 33' 37.38"E
32.556
N00° 54' 54.71"E
277.445
N00° 04' 45.41"W
3.190
N00° 35' 35.16"E
3.010
N00° 57' 09.44"E
5.605
N07° 05' 18.96"E
4.657
N22° 40' 13.87"E
1.246
N41° 31' 54.45"E
1.203
N57° 20' 38.40"E
1.124
N65° 34' 00.96"E
6.571
S22° 25' 43.99"E
5.559
NORTH
PLAN VIEW
0
100'
200'
ALL EXISTING UBOUNDARIES SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY. BOUNDARIES HAVE NOT BEEN SURVEYED AND DO NOT REPRESENT THE EXACT LOCATION OF SUCH PROPERTY LIMITS. ADDITIONALLY, EASEMENTS ARE NOT SHOWN. THE PORT OF CORPUS CHRISTI ASSUMES NO RESPONSIBILITY FOR THE EXISTENCE OR LOCATION OF THE ACCURACY OF ANY BOUNDARIES SHOWN ON THIS EXHIBIT. THE RECIPIENT IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY OWNERS AND IS RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND STRUCTURES PRIOR TO COMMENCING ANY OPERATIONS. THE RECIPIENT IS TO CONDUCT AN INDEPENDENT SURVEY PERFORMED BY A SURVEYOR LICENSED IN THE STATE OF TEXAS IF LOCATION OF EASEMENTS OR PROPERTY LIMITS ARE REQUIRED.
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PORT OF CORPUS CHRISTI AUTHORITY
TEXAS FUEL AND ASPHALT
SCALE: GRAPHIC
DWN. BY: JV
EXHIBIT A-3
DATE: 6/23/2025
TIME: 3:10:21 PM

EXHIBIT B

BASIC LEASE TERMS

This document is confidential to the Parties and their affiliates and shall not be disclosed to any third parties outside of Authority and Company without written consent of the other party.



OUTLINE OF BASIC TERMS

FOR DISCUSSION PURPOSES

Texas Fuel & Asphalt

Confidential

OUTLINE OF BASIC TERMS – FOR DISCUSSION PURPOSES

This Outline of Basic Terms is intended to be for the purpose of negotiating certain key terms with respect to the proposed transaction and is in no way intended to be a final or complete list of all terms to be incorporated into the transaction documents. The basic terms listed in the outline are not binding by either party.

Base Lease:	• Option Properties
	  ○ Property 1: 3.4 acres located North of IH, North of Chemical Turning Basin, West of Gulf Copper and East of Southern Fleeting Logistics.
	  ○ Property 2: 15 acres located North of IH, South of Maverick Terminal,
	• Maximum lease term - 30 years
	  ○ Initial lease term - 5 years
	  ○ Company will have the right and option to extend the Lease Term for five (5) additional periods of five (5) years each
	• Main Conditions:
	  ○ All improvements constructed on the Leased Premises by the Company will belong to Company during the term of the Lease. Upon expiry of the Lease, The Port of Corpus Christi Authority ("Authority") may elect to retain improvements. Company shall have 12 months to remove the improvements from the Leased Premises.
	  ○ The lease agreement has an associated **"Minimum Guaranteed Throughput"** to be negotiated between Company and Authority.
	  ○ The financial obligations of the Company will be guaranteed by an irrevocable standby letter of credit or a guarantor approved by Authority's financial advisor.
	  ○ Authority will grant Company certain pipeline easements on Authority Property to the Leased Premises to transport products to the marine Docks. Pipeline easements across property other than the Authority's property is the responsibility of Company.

Construction Period Agreement	The period begins on the expiration of the Option Agreement and ends on the last first day of the calendar month following the month in which Company starts operating at the Leased Premises, or 1 year from the expiration of the option period, the earlier to occur. (Construction Period term is based on project scope)

Lease Payment calculation	• Equalization Value (EV) X Acre(s) X Rate of Return (RoR) = Annual Base Rent (ABR)
	• Annual Base Rent / 12 Months = Monthly Base Rent
	Equalization Value (EV): $500,000
	  ○ RoR:
	  ▪ Construction Period: 5%
	• Base Lease: 10%

Pipeline Easement	• The pipeline Easement(s) will be divided into 10-year periods and run contemptuously with the term of the Base Lease. ▪ For the first ten (10) year term of each of the Pipeline Easements, Company will pay the Authority an easement fee of $100 per linear foot. Company shall pay an additional pipeline fee at the beginning of each succeeding ten (10) year period during the Term of this Agreement
Escalation	• Base Lease, Option and Construction Periods: "CPI Adjustment Factor" for any Lease Year after the First Lease Year, is a fraction. The numerator is the most current CPI available as of the first day of such Lease Year, and the

	denominator is the CPI for the same month of the prior year, provided that the CPI Adjustment Factor for any Lease Year will never be less than 1.00. • Pipeline Easement: 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 ▪
Authority Capital Investment	• Authority will consider capital investment for project infrastructure associated with dock construction and/or utility work. • Main Conditions: o Authority capital investment will be recaptured first through tariff charges https://portofcc.com/business/tariffs/ on "Minimum Guaranteed Throughput" associated with lease, to be negotiated between Company and Authority, and, if needed, through additional capital recovery payments o Authority capital investment shall be recaptured within 10 years of capital deployment. •
Additional Fees	• Tariff 200 A - The geographical boundaries of the Authority are co-extensive with Nueces and San Patricio Counties, Texas, and the Authority through the Port Commission exercises jurisdiction over the waterways and public port facilities and all vessels using the waterways. The Port Commission has the power and authority to regulate and fix charges for the use of the Terminal Facilities. • The Port Commission is authorized to make and enforce rules and regulations to facilitate navigation and commerce, and to ensure safe and equal conveniences to every User. All vessels using the waterways shall conform to these rules and regulations. These rules and regulations are to apply within the Port's jurisdictional waters unless otherwise stated herein. All Users of the Terminal Facilities, by their use, consent to be bound by Tariff 200 including these rules and regulations as they exist or may be amended from time to time. • Refusal or failure to comply with these rules and regulations may result in an order to vacate a Terminal Facility, or to cease loading or unloading or any other order deemed necessary or advisable by the Chief Executive Officer, Port Commission or Harbormaster https://portofcc.com/business/tariffs/

DATE: August 19, 2025

TO: Port Commission

FROM: Brooks Lobingier
Director of Information Technology

Approve a purchase contract with Great South Texas Corp dba Computer Solutions Inc. in the amount of $377,159.55 for the replacement of End-of-Life (EOL) Cisco network switches to ensure continued network stability, security, and performance across Port facilities using TX DIR Contract # DIR-CPO-5347.

SUMMARY: Staff is requesting approval for a purchase contract in the amount of $377,159.55 with Great South Texas Corp dba Computer Solutions Inc. to replace critical Cisco network switches that are reaching their End-of-Life (EOL) or Last Date of Support (LDoS) by October 31, 2025. This project is essential to mitigate operational risks, maintain network security, and ensure the reliability of Port operations.

BACKGROUND: The Port of Corpus Christi Authority (PCCA) relies heavily on a robust and secure network infrastructure for all operational and administrative functions. A recent audit of our network equipment identified several Cisco Catalyst switches that are approaching their End-of-Life (EOL) or Last Date of Support (LDoS) by October 31, 2025. Operating equipment beyond its supported lifecycle poses significant risks, including:

Security Vulnerabilities: Lack of security patches and updates makes the network susceptible to cyber threats.

Operational Instability: Increased risk of hardware failures, leading to network downtime and disruption of critical Port services.

Lack of Vendor Support: Inability to receive technical support, parts, or bug fixes from Cisco.

These switches are integral to various Port operations, from general administration to critical operational technology (OT) networks. Proactive replacement is crucial to maintain uninterrupted service and protect against potential disruptions.

ALTERNATIVES: Defer Replacement: Deferring the replacement of these EOL switches would expose the Port to significant and escalating risks, including increased vulnerability to cyberattacks, potential for extended outages due to hardware failure, and inability to receive vendor support. This alternative is not recommended due to the high operational and security risks.

Partial Replacement: Replacing only a subset of the EOL switches would leave critical vulnerabilities and performance gaps in the network, undermining the overall stability and security posture. This alternative is not recommended as it does not fully address the identified risks.

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 approval of a purchase contract in the amount of $377,159.55 with Great South Texas Corp d/b/a Computer Solutions Inc. to replace critical Cisco network switches that are reaching their End-of-Life (EOL) or Last Date of Support (LDoS) by October 31, 2025 using TX DIR Contract # DIR-CPO-5347.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:
POCCA 16177 EOL Replacements rev1.0.pdf
Quote 1051557_AnnexEdge&EoLNtwkRefresh.pdf

Great South Texas Corp dba Computer Solutions
14410 Wurzbach Parkway, Suite 175
San Antonio, Texas 78216
United States
www.comsoltx.com
(P) 210-369-0300

Quote (Open)

Date	Expiration Date
Jul 12, 2025 03:07 PM CDT	08/29/2025

Modified Date
Jul 15, 2025 10:45 AM CDT

Quote #
1051557 - rev 1 of 1

Description
Annex Internet Edge & EoL Ntwk Refresh

SalesRep
Jones, David
(P) 210-369-0318
(F) 210-369-0389

Customer Contact
Chamberlain, Bland
(P) 361-885-6146
bland@pocca.com

Customer
Port of Corpus Christi Authority (17182)
Chamberlain, Bland
222 Power St
Corpus Christi, TX 78401
United States
(P) 361-882-5633

Bill To
Port of Corpus Christi Authority
Payable, Accounts
222 Power St
Corpus Christi, TX 78401
United States
(P) 361-882-5633

Ship To
Port of Corpus Christi Authority
Chamberlain, Bland
400 Harbor Dr.
Corpus Christi, TX 78401
United States
(P) 361-882-5633

Contract Programs: DIRCIS5347 - CISCO DIR-CPO-5347 EXP 1/7/30
Certifications: WBE/SBE/HUB# 1942650013800 Exp: 06/28/2025
Sales Order Type: Drop Ship - Ship to customers location

Customer PO:	Terms:	Ship Via:
	Purchase Order (Net 30 Days)	FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
		adm-sw1.pocca.com					
1		Catalyst 9300 48-port(12 mGig,36 2.5Gbps) Network Essentials Network Essentials - switch - L3 - managed - 36 x 2.5GBase-T (UPOE) + 12 x 100/1000/2.5G/5G/10G (UPOE) - rack-mountable - UPOE (490 W)	C9300-48UXM-E	$15,939.44	4	$8,288.50	$33,154.00
2		SNTC-8X5XNBD Catalyst 9300 48-port(12 mGig36 2.5Gbps Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48UXM-E, C9300-48UXM-E=, C9300-48UXM-E-RF	CON-SNT-C93E048X	$1,142.02	12	$913.61	$10,963.32
		Note: 3 Year SNT 8x5xNBD Smartnet					
3		C9300 DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48=	C9300-DNA-E-48-3Y	$1,324.83	4	$768.40	$3,073.60
4		1100W AC 80+ platinum Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A	PWR-C1-1100WAC-P/2	$2,247.48	1	$1,303.53	$1,303.53
5		50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	4	$68.60	$274.40
6		Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	4	$65.18	$260.72
7		Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	4	$1,719.32	$6,877.28
8		Catalyst Stack Power Cable 150 CM Spare Power cable - 5 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-150CM=	$267.61	1	$155.21	$155.21
9		1M Type 1 Stacking Cable Stacking cable - 3.3 ft - for Catalyst 3850-24, 3850-48	STACK-T1-1M=	$300.44	1	$150.22	$150.22
		anx-sw1.pocca.com					
10		Catalyst 9300 48-port(12 mGig,36 2.5Gbps) Network Essentials Network Essentials - switch - L3 - managed - 36 x 2.5GBase-T (UPOE) + 12 x 100/1000/2.5G/5G/10G (UPOE) - rack-mountable - UPOE (490 W)	C9300-48UXM-E	$15,939.44	2	$8,288.50	$16,577.00
11		SNTC-8X5XNBD Catalyst 9300 48-port(12 mGig36 2.5Gbps Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48UXM-E, C9300-48UXM-E=, C9300-48UXM-E-RF	CON-SNT-C93E048X	$1,142.02	6	$913.61	$5,481.66
		Note: 3 Year SNT 8x5xNBD Smartnet					

12		C9300 DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48=	C9300-DNA-E-48-3Y	$1,324.83	2	$768.40	$1,536.80
13		1100W AC 80+ platinum Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A	PWR-C1-1100WAC-P/2	$2,247.48	1	$1,303.53	$1,303.53
14		50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	2	$68.60	$137.20
15		Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	2	$65.18	$130.36
16		Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	2	$1,719.32	$3,438.64
	anx.sw2.pocca.com						
17		Catalyst 9300 24-port UPOE, Network Essentials Network Essentials - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)	C9300-24U-E	$7,638.97	2	$4,430.60	$8,861.20
18		SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-E, C9300-24U-E=, C9300-24U-E-RF	CON-SNT-C93002UE	$547.08	6	$438.68	$2,632.08
	Note: 3 Year SNT 8x5xNBD Smartnet						
19		C9300 DNA Essentials, 24-Port, 3 Year Term License Term License (3 years) - 24 ports - for P/N: C9300-24H-E, C9300-24UB-E, C9300-24UXB-E, C9300-24UX-E-WS, C9300-DNA-E-24=	C9300-DNA-E-24-3Y	$721.56	2	$418.50	$837.00
20		1100W AC 80+ platinum Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A	PWR-C1-1100WAC-P/2	$2,247.48	1	$1,303.53	$1,303.53
21		50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	2	$68.60	$137.20
22		Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	2	$65.18	$130.36
23		Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	2	$1,719.32	$3,438.64
	pd-sw1.pocca-pd						
24		Catalyst 9300 48-port(12 mGig,36 2.5Gbps) Network Essentials Network Essentials - switch - L3 - managed - 36 x 2.5GBase-T (UPOE) + 12 x 100/1000/2.5G/5G/10G (UPOE) - rack-mountable - UPOE (490 W)	C9300-48UXM-E	$15,939.44	1	$8,288.50	$8,288.50
25		SNTC-8X5XNBD Catalyst 9300 48-port(12 mGig36 2.5Gbps Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48UXM-E, C9300-48UXM-E=, C9300-48UXM-E-RF	CON-SNT-C93E048X	$1,142.02	3	$913.61	$2,740.83
	Note: 3 Year SNT 8x5xNBD Smartnet						
26		C9300 DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48=	C9300-DNA-E-48-3Y	$1,324.83	1	$768.40	$768.40
27		1100W AC 80+ platinum Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A	PWR-C1-1100WAC-P/2	$2,247.48	1	$1,303.53	$1,303.53
28		50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	1	$68.60	$68.60
29		Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	1	$65.18	$65.18
30		Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	1	$1,719.32	$1,719.32
31		Catalyst 9300 24-port UPOE, Network Essentials Network Essentials - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)	C9300-24U-E	$7,638.97	2	$4,430.60	$8,861.20
32		SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-E, C9300-24U-E=, C9300-24U-E-RF	CON-SNT-C93002UE	$547.08	6	$438.68	$2,632.08
	Note: 3 Year SNT 8x5xNBD Smartnet						
33		C9300 DNA Essentials, 24-Port, 3 Year Term License Term License (3 years) - 24 ports - for P/N: C9300-24H-E, C9300-24UB-E, C9300-24UXB-E, C9300-	C9300-DNA-E-24-	$721.56	2	$418.50	$837.00

		24UX-E-WS, C9300-DNA-E-24=	3Y				
34		50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	2	$68.60	$137.20
35		Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	2	$65.18	$130.36
36		Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	2	$1,719.32	$3,438.64
		pocca-core.pocca.com					
37		Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage Network Advantage - switch - L3 - managed - 48 x 25 Gigabit SFP28 - rack-mountable	C9500-48Y4C-A	$28,637.65	2	$16,609.83	$33,219.66
38		SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9500-48Y4C-A, C9500-48Y4C-A=, C9500-48Y4C-A-CCL, C9500-48Y4C-A-RF	CON-SNT-C9504YA4	$2,052.00	6	$1,641.60	$9,849.60
		Note: 3 Year SNT 8x5xNBD Smartnet					
39		Cisco Catalyst 9500 DNA Advantage 3 Year License Term License (3 years) - 1 switch - for P/N: C9500-40X-2Q-A-WS, C9500-40X-A-WS, C9500-DNA-40X-A=, C9500-DNA-48Y4C-A=	C9500-DNA-A-3Y	$14,312.91	2	$8,301.48	$16,602.96
40		650W AC Config 4 Power Supply front to back cooling Power supply - redundant - 650 Watt - for Catalyst 9500	C9K-PWR-650WAC-R/2	$2,663.25	2	$1,544.68	$3,089.36
41		100GBASE-CR4 Passive Copper Cable, 1m Direct attach cable - QSFP to QSFP - 3.3 ft - twinaxial - passive - for Mellanox ConnectX-5 Ex EN; Nexus 93108TC-EX, 93180YC-FX, 9336C-FX2	QSFP-100G-CU1M=	$440.94	2	$136.69	$273.38
42		10GBASE-CU SFP+ Cable 1 Meter Direct attach cable - SFP+ to SFP+ - 3.3 ft - twinaxial - for 250 Series; Catalyst 2960, 2960G, 2960S, ESS9300; Nexus 93180, 9336, 9372; UCS 6140, C4200	SFP-H10GB-CU1M=	$128.88	1	$74.75	$74.75
43		Catalyst 9300 24-port data only, Network Advantage Network Advantage - switch - L3 - managed - 24 x 10/100/1000 - rack-mountable	C9300-24T-A	$5,993.48	2	$3,116.60	$6,233.20
44		SNTC-8X5XNBD Catalyst 9300 24-port data only, Network Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24T-A, C9300-24T-A=, C9300-24T-A-RF	CON-SNT-C93002TA	$429.86	6	$343.88	$2,063.28
		Note: 3 Year SNT 8x5xNBD Smartnet					
45		C9300 DNA Advantage, 24-Port, 3 Year Term License Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24UB-A, C9300-24UX-A-WS, C9300-24UXB-A, C9300-DNA-A-24=	C9300-DNA-A-24-3Y	$2,377.60	2	$1,379.00	$2,758.00
46		50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	2	$68.60	$137.20
47		Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	2	$65.18	$130.36
48		Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	2	$1,719.32	$3,438.64
49		10GBASE-LR SFP Module, Enterprise-Class SFP+ transceiver module - 10GbE - 10GBase-LR - LC/PC single-mode - up to 6.2 miles - 1310 nm	SFP-10G-LR-S=	$2,458.75	4	$983.50	$3,934.00
50		Catalyst 9300 24-port data only, Network Advantage Network Advantage - switch - L3 - managed - 24 x 10/100/1000 - rack-mountable	C9300-24T-A	$5,993.48	2	$3,116.60	$6,233.20
51		SNTC-8X5XNBD Catalyst 9300 24-port data only, Network Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24T-A, C9300-24T-A=, C9300-24T-A-RF	CON-SNT-C93002TA	$429.86	6	$343.88	$2,063.28
		Note: 3 Year SNT 8x5xNBD Smartnet					
52		C9300 DNA Advantage, 24-Port, 3 Year Term License Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24UB-A, C9300-24UX-A-WS, C9300-24UXB-A, C9300-DNA-A-24=	C9300-DNA-A-24-3Y	$2,377.60	2	$1,379.00	$2,758.00
53		50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	2	$68.60	$137.20
54		Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	2	$65.18	$130.36
55		Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	2	$1,719.32	$3,438.64
56		10GBASE-CU SFP+ Cable 3 Meter Direct attach cable - SFP+ to SFP+ - 10 ft - twinaxial - SFF-8436/IEEE 802.3ae - for 250 Series; Catalyst 2960, 2960G, 2960S, ESS9300; Nexus 93180, 9336, 9372; UCS 6140, C4200	SFP-H10GB-CU3M=	$130.06	2	$75.43	$150.86
		PD-3850-Ring-Core					
57		Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage Network Advantage - switch - L3 - managed - 48 x 25 Gigabit SFP28 - rack-mountable	C9500-48Y4C-A	$28,637.65	2	$16,609.83	$33,219.66

58	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9500-48Y4C-A, C9500-48Y4C-A=, C9500-48Y4C-A-CCL, C9500-48Y4C-A-RF	CON-SNT-C9504YA4	$2,052.00	6	$1,641.60	$9,849.60
	Note: 3 Year SNT 8x5xNBD Smartnet					
59	Cisco Catalyst 9500 DNA Advantage 3 Year License Term License (3 years) - 1 switch - for P/N: C9500-40X-2Q-A-WS, C9500-40X-A-WS, C9500-DNA-40X-A=, C9500-DNA-48Y4C-A=	C9500-DNA-A-3Y	$14,312.91	2	$8,301.48	$16,602.96
60	650W AC Config 4 Power Supply front to back cooling Power supply - redundant - 650 Watt - for Catalyst 9500	C9K-PWR-650WAC-R/2	$2,663.25	2	$1,544.68	$3,089.36
61	100GBASE-CR4 Passive Copper Cable, 1m Direct attach cable - QSFP to QSFP - 3.3 ft - twinaxial - passive - for Mellanox ConnectX-5 Ex EN; Nexus 93108TC-EX, 93180YC-FX, 9336C-FX2	QSFP-100G-CU1M=	$440.94	2	$136.69	$273.38
62	10GBASE-CU SFP+ Cable 1 Meter Direct attach cable - SFP+ to SFP+ - 3.3 ft - twinaxial - for 250 Series; Catalyst 2960, 2960G, 2960S, ESS9300; Nexus 93180, 9336, 9372; UCS 6140, C4200	SFP-H10GB-CU1M=	$128.88	1	$74.75	$74.75
	La Quinta-mw-sw					
63	Catalyst 9300 24-port UPOE, Network Advantage Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)	C9300-24U-A	$7,698.42	1	$4,465.08	$4,465.08
64	SNTC-24X7X4 Catalyst 9300 24-port UPOE, Network Adva Extended service agreement - replacement - 24x7 - response time: 4 h - for P/N: C9300-24U-A, C9300-24U-A=, C9300-24U-A-RF	CON-SNTP-C93002UA	$882.17	3	$705.73	$2,117.19
	Note: 3 Year SNTP 24x7x4HR Smartnet					
65	C9300 DNA Advantage, 24-Port, 3 Year Term License Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24UB-A, C9300-24UX-A-WS, C9300-24UXB-A, C9300-DNA-A-24=	C9300-DNA-A-24-3Y	$2,377.60	1	$1,379.00	$1,379.00
66	1100W AC 80+ platinum Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A	PWR-C1-1100WAC-P/2	$2,247.48	1	$1,303.53	$1,303.53
67	50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	1	$68.60	$68.60
68	Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	1	$65.18	$65.18
69	Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	1	$1,719.32	$1,719.32
	Garrett-mw-sw					
70	Catalyst IE3300 with 8 GE PoE/PoE+ and 2 GE SFP, Modular, NA Network Advantage - switch - managed - 10 x 10/100/1000 (8 PoE+) + 2 x SFP - DIN rail mountable - PoE+ (360 W) - DC power	IE-3300-8P2S-A	$12,440.98	1	$6,344.89	$6,344.89
71	SNTC-24X7X4 Catalyst IE3300 Rugged Series Modular Po Extended service agreement - replacement - 24x7 - response time: 4 h - for P/N: IE-3300-8P2S-A	CON-SNTP-IE330A08	$1,862.40	3	$1,489.92	$4,469.76
	Note: 3 Year SNTP 24x7x4HR Smartnet					
72	IE 3300 Catalyst Center Advantage 3 Year Term license Term License (3 years) - for Catalyst IE3300 Rugged Series	IE3300-DNA-A-3Y	$1,537.75	1	$891.89	$891.89
73	240W AC Power Supply (Lite) Power supply - AC 100-240 V - 240 Watt - for Catalyst IE3200 Rugged Series	PWR-IE240W-PCAC-L	$1,951.76	1	$1,132.02	$1,132.02
74	Catalyst IE3300 w/ 8 GE PoE+ Copper ports, Expansion Module Expansion module - Gigabit Ethernet (PoE+) x 8	IEM-3300-8P=	$6,314.61	1	$3,220.45	$3,220.45
75	SNTC-24X7X4 Catalyst IE3300 Rugged 8 Port GE PoE+ Ex Extended service agreement - replacement - 24x7 - response time: 4 h - for P/N: IEM-3300-8P=, IEM-3300-8P-RF	CON-SNTP-IEM3308P	$944.59	3	$755.67	$2,267.01
	Note: 3 Year SNTP 24x7x4HR Smartnet					
	IOTB-mw-sw					
76	Catalyst IE3300 with 8 GE PoE/PoE+ and 2 GE SFP, Modular, NA Network Advantage - switch - managed - 10 x 10/100/1000 (8 PoE+) + 2 x SFP - DIN rail mountable - PoE+ (360 W) - DC power	IE-3300-8P2S-A	$12,440.98	1	$6,344.89	$6,344.89
77	SNTC-24X7X4 Catalyst IE3300 Rugged Series Modular Po Extended service agreement - replacement - 24x7 - response time: 4 h - for P/N: IE-3300-8P2S-A	CON-SNTP-IE330A08	$1,862.40	3	$1,489.92	$4,469.76
	Note: 3 Year SNTP 24x7x4HR Smartnet					
78	IE 3300 Catalyst Center Advantage 3 Year Term license Term License (3 years) - for Catalyst IE3300 Rugged Series	IE3300-DNA-A-3Y	$1,537.75	1	$891.89	$891.89
79	240W AC Power Supply (Lite)	PWR-	$1,951.76	1	$1,132.02	$1,132.02

		Power supply - AC 100-240 V - 240 Watt - for Catalyst IE3200 Rugged Series	IE240W-PCAC-L				
80		Catalyst IE3300 w/ 8 GE PoE+ Copper ports, Expansion Module Expansion module - Gigabit Ethernet (PoE+) x 8	IEM-3300-8P=	$6,314.61	1	$3,220.45	$3,220.45
81		SNTC-24X7X4 Catalyst IE3300 Rugged 8 Port GE PoE+ Ex Extended service agreement - replacement - 24x7 - response time: 4 h - for P/N: IEM-3300-8P=, IEM-3300-8P-RF	CON-SNTP-IEM3308P	$944.59	3	$755.67	$2,267.01
		Note: 3 Year SNTP 24x7x4HR Smartnet					
		Harbor Island (SW-H102)					
82		Catalyst 9300 24-port UPOE, Network Advantage Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)	C9300-24U-A	$7,698.42	1	$4,465.08	$4,465.08
83		SNTC-24X7X4 Catalyst 9300 24-port UPOE, Network Adva Extended service agreement - replacement - 24x7 - response time: 4 h - for P/N: C9300-24U-A, C9300-24U-A=, C9300-24U-A-RF	CON-SNTP-C93002UA	$882.17	3	$705.73	$2,117.19
		Note: 3 Year SNTP 24x7x4HR Smartnet					
84		C9300 DNA Advantage, 24-Port, 3 Year Term License Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24UB-A, C9300-24UX-A-WS, C9300-24UXB-A, C9300-DNA-A-24=	C9300-DNA-A-24-3Y	$2,377.60	1	$1,379.00	$1,379.00
85		1100W AC 80+ platinum Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A	PWR-C1-1100WAC-P/2	$2,247.48	1	$1,303.53	$1,303.53
86		50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	$118.29	1	$68.60	$68.60
87		Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	$112.38	1	$65.18	$65.18
88		Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E	C9300-NM-8X	$3,016.36	1	$1,719.32	$1,719.32
		Cisco Learning Credits					
89		Cisco Learning Credits pre-purchasing training funds unit (pack of 100)	TRN-CLC-001	$10,000.00	2	$0.00	$0.00
		Note: $20,000 in Cisco Learning Credits at No Cost to Port					
		Fiber Jumpers					
90		AddOn 3m LC OS1 Yellow Patch Cable Patch cable - LC/UPC single-mode (M) to LC/UPC single-mode (M) - 3 m - fiber optic - duplex - 9 / 125 micron - OS1 - yellow - for P/N: DWDM-SFP10G-54.94-40-I-AO, R6B11A-AO, SFP-16GB-DW25-40-C-AO, SFP-16GB-DW31-40-C-AO	ADD-LC-LC-3M9SMF	$19.00	4	$15.25	$61.00
		Note: Compliment (x4) SFP-10G-LR-S= on pocca-core.pocca.com TIPS Contract # 250106					
		ComSol Professional Services					
91		Project Solution - Fixed Bid Engagement See Statement of Work for Complete Details	CS-FB-PRJ	$0.00	1	$25,236.75	$25,236.75
		Note: Professional Services includes equipment for the following sites: La Quinta, Garrett, IOTB, Harbor Island, PoCCA Core. Per scoping conversations the Port will be deploying equipment for the rest of the locations.					

Invoicing and Partial Invoice Policy: Computer Solutions will invoice or partial invoice products and/or services when they have shipped or rendered complete (or Milestone Complete). By ordering or releasing a PO for this order, you agree to pay for the items that have shipped or delivered as part of the whole order.

Subscriptions/Enterprise Agreements Cancellation Policy- Computer Solutions requires a forty-five (45) day written notification from the customer based on the renewal/anniversary date in order to process the cancellation with the applicable manufacturer(s).

Cisco Purchases: By purchasing Cisco hardware, software, and/or subscriptions, you agree to be bound by the terms and conditions available at Cisco Software Terms.
The relevant documents are attached here. -->
https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html

Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

Tariff Disclaimer: All prices quoted are subject to change based on fluctuations in government tariffs, taxes, and duties. Computer Solutions reserves the right to adjust the final price to reflect any such changes that may occur between the date of the quote and the delivery of goods or services.

Subtotal:	**$377,159.55**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$377,159.55**
(List Price:	*$618,783.55)*



STATEMENT OF WORK

Port of Corpus Christi Authority

EOL Replacements

Submitted By: Jeff Byrom, Account Executive
Version: 4.22.2025
CW Contract: 16177

AGREEMENT

This Statement of Work (SOW) is by and between Computer Solutions and Port of Corpus Christi Authority (Customer) and is pursuant to the DIR-CPO-5347 - Cisco Products & Services between Computer Solutions and Port of Corpus Christi Authority. This SOW defines the services and deliverables, if any, to be provided to Port of Corpus Christi Authority.

PROJECT OVERVIEW

EXECUTIVE SUMMARY

Computer Solutions will assist Customer with the replacement of End-of-Life (EoL) equipment and reconfiguration of the Internet edge at the admin/annex buildings to support Internet service high-availability between EAB and annex buildings.

Computer Solutions will replace the following EoL equipment in accordance with Cisco Best Practices and Customer's standards:

- La Quinta-mw-sw
- Garrett-mw-sw
- IOTB-mw-sw
- Harbor Island
- pocca-core

SCOPE OF WORK

The following Scope of Work is based on our current understanding of Customer's requirements, expectations, and the functionality of their current environment. Any deviations from this Scope of Work could result in a Project Change Request.

Considerations and Customer Responsibilities:

1. Customer will be responsible for coordination of cross-connects or service moves of any connectivity previously at the admin building.
2. Customer will be responsible for providing four (4) single-mode fiber strands between EAB and annex buildings.
3. Customer will be responsible for ensuring Internet circuits at the annex have at a minimum and /29 address space.
4. Customer will be responsible for providing personnel for electrical connectivity of Cisco IE3300 series switches that require a hardwired connection.

MILESTONE 1 – PLANNING

Tasks

Title	Description	Location
Project Kick-Offs	• Conduct a kickoff meeting with the Computer Solutions Project Team to discuss project architecture/design, Customer expectations, timeline, and project schedule. • Conduct a Customer facing kickoff meeting with the Customer to discuss scope, schedules, risks, roles, expectations, and logistics.	Remote
Re-occurring Meetings	Participate in re-occurring meetings, such as team meetings, client meetings, project status updates, etc.,	Remote
Environment Validation	Review Customer's current environment, as related to the project scope, and review Customer-provided documentation.	Remote
Create/Update Documentation	Create/Update Standard project documentation deliverables. • Test Plan	Remote

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Title	Description	Location
	• Method of Procedure	

Deliverables

Title	Description
Test Plan	A comprehensive document that outlines the strategy for testing a solution deployment, ensuring its compatibility, availability, and functionality across various components.
Method of Procedure	A structured guide that details step-by-step instructions and protocols for carrying out specific tasks or procedures within a maintenance.

Customer Requirements

- Customer will provide current IT environment documentation that is applicable to the project requirements at the end of the Customer Kickoff Meeting or before Discovery begins. Examples include network and voice diagrams, call center scripts, system configurations, etc. When applicable, documentation will include user account, relevant IP addresses, and administrative passwords.

Location

All tasks will be performed remotely.

MILESTONE 2 – CONFIGURATION AND STAGING

Tasks

Title	Description	Location
La Quinta - mw-sw Staging	Upgrade to Cisco recommended release, configure the device for installation.	On-Site
Garrett - mw-sw Staging	Upgrade to Cisco recommended release, configure the device for installation.	On-Site
IOTB - mw-sw Staging	Upgrade to Cisco recommended release, configure the device for installation.	On-Site
Harbor Island Staging	Upgrade to Cisco recommended release, configure the device for installation.	On-Site
POCCA - Core Staging	Upgrade to Cisco recommended release, configure the device for installation. • Prepare the device for migration of MPLS and xconnect configuration.	On-Site
Outside Switch Stack Staging	Upgrade to Cisco recommended release and configure for install. • Configure the device for eBGP and iBGP with ISP and EAB outside switch stack.	On-Site
Inside Switch Stack Staging	Upgrade to Cisco recommended release, configure the device for installation.	On-Site

Location

400 Charles Zahn, Jr. Drive, Corpus Christi, TX 78401

MILESTONE 3 – IMPLEMENTATION

Tasks

Title	Description	Location
La Quinta - mw-sw Installation	Install the device and verify connectivity.	On-Site
Garrett - mw-sw Installation	Install the device and verify connectivity.	On-Site
IOTB - mw-sw Installation	Install the device and verify connectivity.	On-Site
Harbor Island Installation	Install the device and verify connectivity.	On-Site
POCCA - Core Installation	Install the device and verify connectivity. • Both 9500s will be installed at the Annex. • The temporary MPLS switch at the Annex will have services moved to the 9500s.	On-Site
Inside Switch Stack Installation	Install the device and verify connectivity.	On-Site

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Outside Switch Stack install	Install the device and verify connectivity. • Verify eBGP and iBGP sessions and routing. • Verify EAB and Annex Internet redundancy methodically shutting down ISP links.	On-Site
Day 1 Support	Provide Day 1 Support following maintenance activities.	Remote

Location

400 Charles Zahn, Jr. Drive, Corpus Christi, TX 78401

PROJECT CLOSEOUT

After the last milestone is complete, Computer Solutions will begin closing out the project. As-built documentation will be delivered to Customer and signoff from Customer on the project closeout documents will be requested within five (5) business days.

Tasks

Title	Description	Location
Update As-built Documentation	Gather configuration and deployment details for development of as-built documentation.	Remote

Deliverables

Title	Description
As-built Documentation	Documentation that details the configuration(s) of the environment at the end of the project.

OUT OF SCOPE ITEMS

Work items, tasks, and deliverables not identified herein are outside the scope of this engagement. Out of scope items include the following:

- Formal operational or training guides.
- Vendor installation or configuration guides.
- Relocation of uninstalled or removed equipment, unless defined in the Scope of Work.

PROJECT SCHEDULE

Project tasks will be completed on a contiguous basis, otherwise project cost and resource scheduling may be impacted.

CHANGE MANAGEMENT

Changes to the project scope, schedule, tasks, or pricing must be requested through a Project Change Request (PCR). Changes documented in the PCR must be approved by Customer and Computer Solutions before they take effect.

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ROLES AND RESPONSIBILITIES

COMPUTER SOLUTIONS ROLES AND RESPONSIBILITIES

The following Computer Solutions resources will be assigned to this project.

- **Project Manager**: The Project Manager will oversee project planning, coordination, and reporting activities. Tasks include:
    - Serving as the primary point of contact for project activities related to the Scope of Work.
    - Communicating project status to stakeholders once a week
    - Coordinating status meetings at a frequency of typically once per week.
    - Managing the execution of Scope of Work tasks according to the Project Schedule.
    - Managing the change control process.
    - Engaging with Customer and vendor resources contracted by Computer Solutions to execute project tasks.
    - Risk and Issue tracking.
    - Planning, tracking, and reporting on outputs and outcomes.
    - Financial planning and tracking as identified in the kickoff meeting.
    - Continually assessing scope, timing, and resource requirements.
- **Engineer(s)**: The engineer is responsible for executing the tasks as outlined in the Scope of Work.
- **Solutions Architect**: The solutions architect will provide technical oversight for issue escalations and design validation.

CUSTOMER ROLES AND RESPONSIBILITIES

The following Customer resources will be assigned to this project:

- **Project Executive**: Authorizes expenditures and ensuring funding is available. Authorizes or rejects proposed changes to scope, cost, or schedule.
- **Project Manager**: Ensures risks and issues are tracked, mitigated, and resolved. Coordinates meetings with Customer resources. Authorizes formal closure of the project. Serves as Customer's liaison to Computer Solutions.

Customer is responsible for the following:

1. **Preparation**: Before project kickoff, Customer will resolve any issues that affect Computer Solutions' ability to deliver the services described herein. Customer will also complete any requested Pre-Engagement Checklist items.
2. **Requirements**: Customer will fulfill the *Customer Requirements* as outlined in the Scope of Work. Failure to fulfill these requirements may result in a Project Change Request.
3. **Environment Changes**: Customer will notify Computer Solutions prior to initiating changes to their IT environment or implementing 3rd party vendor changes that affect the hardware, software, or services associated with this project. Computer Solutions shall not be liable for any service failures or disruptions associated with Customer initiated changes that have not been approved by Computer Solutions. If Computer Solutions' labor is required to correct said disruptions, Customer will be charged at current hourly time and materials rates.
4. **Facilities and Environment Access**: Customer will provide physical access to server rooms, workstations, and network closets. Customer will also provide a dedicated work area and/or conference room for training sessions or meetings. Customer will provide remote access to systems and networks, as necessary, to facilitate the services described herein.
5. **Software/Hardware Licensing**: Customer will ensure software and hardware is correctly licensed and available prior to project commencement.
6. **3rd Party Tools**: If this project requires the use of 3rd party software or tools, Customer will assist Computer Solutions in their installation.
7. **Staff Availability and Points of Contact**: Customer will make their team available, as needed, to facilitate project tasks.
8. **Project Approvals**: This project may require approval and signoff on various documentation such as schedules, design, test plans, etc. Once signoff is requested, Customer has no more than two (2) business days to approve the documentation. If no response is received, then the project work may be placed on hold and cancellation fees may be incurred.

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TERMS AND CONDITIONS

The following terms and conditions are applicable to this Statement of Work.

1. **Computer Solutions Commitment**: For a period of thirty (30) days, following project completion, Computer Solutions warrants the performance of Computer Solutions' professional services,
2. **Manufacturer Defects**: Computer Solutions shall not be responsible for any manufacturer product defects, features or functionality as advertised, for the outcome or scheduling of services provided by manufacturers or for any acts or omissions of 3rd party contractors hired by Customer in connection with the project.
3. **Service Hours**: All services will be scheduled and performed during Computer Solutions' business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., local time. Services outside these hours must be scheduled at least 24 hours in advance. If the project requires services outside of Computer Solutions' normal business hours, Computer Solutions will work with Customer to schedule such services.
4. **Data Backup**: Computer Solutions recommends that Customer back up its environment including servers, networks, storage, power, lighting, and heating/cooling systems before the start of Computer Solutions' services. Maintenance and backup of the physical and technical environment is solely the responsibility of Customer. If data loss occurs, Computer Solutions shall not be liable. Data loss includes but is not limited to corrupt, inaccurate, lost, and damaged data, or unrecoverable media errors.
5. **Project Delays**: Customer may be subject to additional fees for any Customer induced delays including but not limited to the Customer documentation approval process, Customer personnel availability, or unprepared work environment.
6. **Product Delays**: Computer Solutions shall not be responsible for project delays concerning product sourcing, delivery, and/or availability from the manufacturer or distributor. If product sourcing affects the project, Computer Solutions will make reasonable efforts to find an alternative method for acquiring product. Any product delays will be communicated to Customer as necessary.
7. **Product Delivery**: Customer will not withhold or delay payment for product invoiced by Computer Solutions regardless of project outcomes or timeline.
8. **As-Built Documentation and Project Closure Acceptance**: After the delivery of project closure documentation, Customer has five (5) business days to approve or reject said documentation. If Customer does not provide a written explanation of rejection during this timeframe, the documentation will be considered as accepted, the project will be closed, and invoices will be prepared and delivered.
9. **Cancellation/Rescheduling**: If Customer postpones scheduled project within eight (8) hours of the scheduled start date, Computer Solutions reserves the right to invoice up to eight (8) hours for each resource if alternative work cannot fulfill idle time.
10. **Unscheduled Work**: If Customer requests Computer Solutions to perform work that is not scheduled at least 24 hours in advance of performing said work, Customer will be charged at current after-hours rates. These rates do not apply when Computer Solutions requests the option to perform unscheduled services for convenience purposes.
11. **Resource Reassignment**: Computer Solutions reserves the right to change staff and assign different resource types and applicable costs due to unique project requirements learned during project initiation or execution, with full intent to stay within quoted price.
12. **Reserved**
13. **Reserved**
14. **Finality**: This Statement of Work is final, and no other written or verbal agreements are binding. This Statement of Work may be amended or modified by, and only by, a written instrument executed by all parties hereto.
15. **NetWatch Managed Services**: Any design, planning, and execution of services performed within the scope of this Statement of Work are separate from any existing NetWatch Managed Services Agreements. Once complete, management of the solution may be added to the current NetWatch Managed Services Agreement and supported by the Computer Solutions Support Operations Center (SOC). Inclusion of the solution under NetWatch Managed Services may be subject to additional fees.
16. **Reserved.**
17. **Equal Opportunity**: "This contractor and all covered subcontractors shall abide by the requirements of 41 CFR }} 60-1.4{a}, 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."

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PRICING AND PROJECT SUMMARY

In accordance with **#8 of Terms and Conditions**, Customer will be invoiced following successful execution and Customer acceptance of this project's completion.

1. **Pricing Structure**: Customer will be invoiced according to one (1) of the following:
   - ☐ **Time and Materials**:
     1. **Small Project – Completion**: Customer will be invoiced the value of actual time and materials spent during the project at completion.
   - ☒ **Fixed Bid**:
     1. **Small Project – Completion**: Customer will be invoiced this project's fixed value at completion.
2. **Estimated Project Duration**: Four (4) weeks
3. **Project Total**: $25,236.75
4. **Estimated Travel Expenses**: $0.00
5. **Validity**: The terms and pricing of this Statement of Work are valid for thirty (30) days from the date of delivery of this Statement of Work to Customer.

ACCEPTANCE

Customer has reviewed the content of this Statement of Work and hereby authorizes Computer Solutions to commence and begin procurement of both product and resources.

Computer Solutions Account Executive		Port of Corpus Christi Authority (Customer)
Signature: 		Signature:
Name: Jeff Byrom		Name:
Title: Account Manager		Title:
Date: August 12, 2025		Date:
Quote/CNET: #1051557		P.O. (if required):

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DATE: August 19, 2025

TO: Port Commission

FROM: Brooks Lobingier
Director of Information Technology

Approve Amendment No. 1 to a service contract with Network Cabling Services in the amount of $16,053.13 for the removal of speakers, remaining AV equipment, and AV-related cabling in the Nueces Room and Jim Wells Room at the Ortiz Center using Buyboard Contract No. 739-24.

SUMMARY: Staff requests approval of Amendment No. 1 to a service contract with Network Cabling Services in the amount of $16,053.13 for the removal of speakers, remaining AV equipment, and AV-related cabling in the Nueces Room and Jim Wells Room at the Ortiz Center using Buyboard Contract No. 739-24.

BACKGROUND: To mitigate potential damage during the Solomon P. Ortiz Center renovation, Network Cabling Services removed most audio-visual (AV) equipment. The removed equipment was securely stored in a PCCA-provided space next to the Security Command Center. Items such as pendant speakers and some projectors were intentionally kept in place and covered for protection. Following the renovation's completion, Network Cabling Services is responsible for the re-installation and testing all AV equipment.

The Port Commission approved a contract with Network Cabling Services in the amount of $153,254.51 on January 21, 2025 for this project. It has been determined, after reviewing plans and consulting with the AV subcontractor, that the remaining AV equipment and cabling in the Nueces Room and Jim Wells Room at the Ortiz Center require demolition. Staff negotiated the attached amendment accordingly in the amount of $16,053.13, bringing the total cost of this project to $169,307.64

ALTERNATIVES: None.

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

EMERGENCY: No.

FINANCIAL IMPACT: This project was not included in the 2025 budget.

STAFF RECOMMENDATION: Staff recommends approval of Amendment No. 1 to a service contract with Network Cabling Services in the amount of $16,053.13 for the removal of speakers, remaining AV equipment, and AV-related cabling in the Nueces Room and Jim Wells Room at the Ortiz Center using Buyboard Contract No. 739-24.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Ammendment_01_AP-24-034 Ortiz Center.pdf



Port of Corpus Christi

Ortiz Center

AP-24-034

August 11, 2025

CHANGE ORDER

Ortiz Center

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

and

Network Cabling Services
12626 Fuqua St.
Houston, TX 77034 US
(281) 484-1777
https://www.ncs-tx.com/

None

1	**UNITED RENTALS Lift** Lift	**$0.00**	**$0.00**

Materials	$0.00
Labor	$16,053.13
Total	$16,053.13

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.
*If P&P Bonds are needed, please add $401.33

The communications industry is currently experiencing volatile price increases and unusually long lead times on cabling, metal accessories and electronic devices. Due to the rapidly changing conditions of the industry, NCS is only able to guarantee our pricing for fourteen (14) days. Additionally, although we will make our best effort to meet all requested time commitments, we are currently subject to supply chain delays which may impact the project schedule.

SCOPE OF WORK

Scope of Work
1. Site Preparation
Perform walk-through to identify all equipment to be removed.

Confirm access to ceiling space, AV closets, and mounting locations.

Implement dust control and protective measures (drop cloths, ceiling tile storage, etc.).

2. Ceiling Speaker Removal
Access speaker mounting locations via ceiling tiles or open ceilings.

Disconnect speaker cabling at speaker and/or rack termination point.

Carefully remove speakers and mounting hardware.

Label or tag wiring if reuse is planned.

Patch ceiling openings if required (by others if part of larger construction).

3. Projector Removal
Power down and disconnect all ceiling-mounted projectors.

Remove projector mounting brackets and associated hardware.

Detach all signal (HDMI, VGA, Cat6) and power cabling.

Remove mounts from ceiling structure, patch if required.

Secure and store projectors for return to client or recycling.

4. AV Cabling Removal
Identify all AV-related cabling (HDMI, speaker wire, Cat5/6, control, etc.).

Remove accessible cabling from conduit, ceiling trays, or surface raceways.

If cable removal is not possible (due to conduit routing or structural embedding), label and terminate safely.

Remove associated patch cables and interconnects from AV racks.

5. AV Wall Plate Removal
Remove wall plates from gang boxes or back boxes.

Disconnect cabling and label if cables are to be reused.

Remove insert modules and faceplates.

Cover or patch wall openings as required (by others or as specified).

6. Antenna Removal
Identify wireless microphone or AV antenna units (wall or ceiling mounted).

Disconnect antennas from receivers or signal processors.

Remove mounting hardware and cables.

Store antennas for return, reuse, or disposal.

7. Projector Screen Removal
Power down and disconnect motorized projector screens (if applicable).

Remove wall or ceiling mounts and brackets.

Carefully dismount manual or electric screens.

Patch mounting points if required.

8. Clean-Up & Finalization
Remove all demo-related debris and hardware from site.

Sweep/vacuum workspace and ceiling areas where applicable.

Return reusable equipment to client or label for transport.

Dispose of or recycle cables and non-reusable materials in accordance with local regulations.

BuyBoard #739-24 for Audio Visual Equipment and Supplies
POCCA Ortiz Center - Quote # AP-24-034 - CO1

Manufacturer	Model	Quantity	Short Description	Total Labor Hours	installation Price	Labor Rate Charged
NCS	Installation Trim/AV Technician	1			$ -	$85/hr
NCS	Installation Finish/AV Technician	1			$ -	$85/hr
NCS	Project Management	1		28.66	$ 2,579.40	$90/hr
NCS	Programming/Field Engineering	1			$ -	$95/hr
NCS	Demo/AV Technician	1		135.78	$ 11,541.30	$85/hr
NCS	POST-ENG/Design Engineering	1		20.37	$ 1,935.15	$95/hr
NCS	Drive Time/AV Technician	1			$ -	$58/hr

NCS Professional Installation Services
Buyboard 739-24 for Audio Visual Equipment and Supplies

Service	MSRP per hour
Design and Engineering	$ 128.00
Project Management	$ 106.00
Programming / Field Engineering	$ 128.00
Cabling Technician	$ 56.00
Conduit / Phone / Cabling Service Technician	$ 64.00
Fiber Technician	$ 75.00
AV / Security Technician	$ 95.00
AV / Security Service Technician	$ 106.00
CAD Operator	$ 106.00

DATE:	August 19, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Leo Veloz, EIT Associate Project Engineer

Approve an amendment to Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, under Master Services Agreement 24-05, in the amount of $16,764 for additional engineering services associated with the Rincon East Bulkhead Improvements Project.

SUMMARY: Staff requests approval of an amendment to Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, under Master Services Agreement 24-05, in the amount of $16,764 for additional engineering services associated with the Rincon East Bulkhead Improvements Project.

BACKGROUND: During construction of the Rincon East Cargo Yard project, exploratory excavations directly behind the bulkhead were conducted, and visible landside washouts and sinkholes were discovered, indicating potential structural deficiencies in the bulkhead. As a result, staff pursued a full structural inspection to assess the condition of the entire 4,200-linear-foot length of the bulkhead system. On September 17, 2024, the Port Commission approved Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers (ICE) in the amount of $99,417 for engineering services associated with comprehensive above and below water inspection of the bulkhead system to verify the condition of the concrete and the integrity of the bulkhead. Based on the report findings and with the Port Commission's approval on May 20, 2025, staff proceeded with the design of recommended bulkhead repairs with an amendment in the amount of $95,403.81 to Service Order No. 2. Presently, ICE provided staff with the 90% design drawings and specifications for review.

This amendment is needed to support additional scope elements requested by the PCCA Commercial Business Development department to include multiple mooring points in the ongoing project design to safely support customer barge operations at Rincon East Cargo Yard bulkhead. The additional scope includes analysis of geotechnical report data and detailed design and development of construction drawings and technical specifications for up to four mooring bollards and associated pipe pile foundations, which were not part of the original design scope of work. Staff negotiated with ICE for the additional engineering services in the amount of $16,764, which generally includes additional design services, project management, and technical evaluation services.

ALTERNATIVES: N/A

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

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $250,000. With this amendment included, the not-to-exceed Service Order No. 2 amount for this project will become $211,584.81.

STAFF RECOMMENDATION: Staff recommends the approval of an amendment to Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, under Master Services Agreement 24-05, in the amount of $16,764 for additional engineering services associated with the Rincon East Bulkhead Improvements Project.

DEPARTMENTAL CLEARANCES:

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

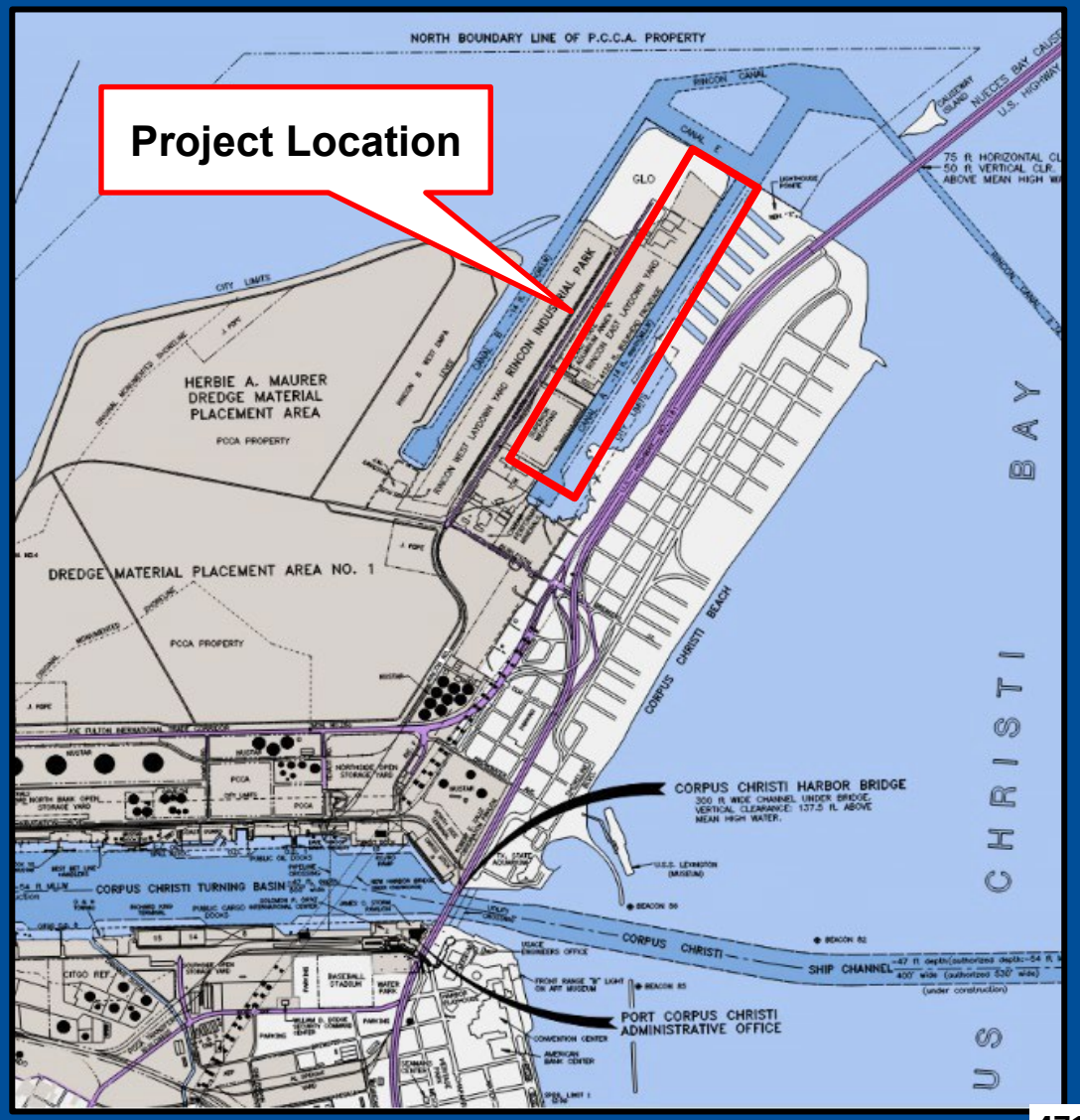
LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order Amendment

Rincon East Bulkhead Improvements

Amendment with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers





PORT CORPUS CHRISTI

MASTER SERVICES AGREEMENT NO. 24-05
JIMENEZ ENGINEERING SOLUTIONS, LLC
D/B/A INTERNATIONAL CONSULTING ENGINEERS

SERVICE ORDER NO. 2 - AMENDMENT NO. 2

1. Background Data

ORIGINAL SERVICE ORDER
Commencement Date: September 17, 2024
Former PCCA Project Manager (PM): Johannes Geldenhuys, EIT
Project Name: Rincon East Bulkhead Improvements
Project No. 24-031A

AMENDMENT NO. 2
Commencement Date: August 19, 2025
Current PCCA Project Manager (PM): Leo Veloz, EIT
Project Name: Rincon East Bulkhead Improvements
Project No. 24-031A

2. Description of Modifications

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

The PCCA shall pay Engineer the following additional compensation:

Description of Services	
BASIC SERVICES:	**NTE Amount**
Preliminary Design Phase – *Not included in this Amendment*	$ 0.00
Final Design Phase	$ 16,764.00
Solicitation Phase – *Not included in this Amendment*	$ 0.00
Construction Phase – *Not included in this Amendment*	$ 0.00
Subtotal, Basic Services	**$ 16,764.00**
SUPPORT SERVICES:	
Not included in this Amendment	
SUMMARY OF FEES:	
Basic Services Fee	**$ 16,764.00**
Support Services Fee	$ 0.00
TOTAL NOT TO EXCEED (NTE) FEE AMOUNT	**$ 16,764.00**

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

PART 1 – BASIC SERVICES

A1.01 Preliminary Design Phase

Not included in this Service Order Amendment.

A1.02 Final Design Phase

D. Additional Services (Amendment No. 2) – Engineer shall:

1. Engineer will proceed with meetings and coordination with PCCA representatives.

2. Research existing documents related to Rincon East Bulkhead Improvements. This would include gathering all available data from geotechnical reports and drawings about the existing condition for the proposed location of new bollard addition. Additionally, Engineer will require information regarding the type and size of barges intended for mooring to ensure appropriate loading criteria are used in the design of the bollards and supporting piles.

3. Perform site visit of the existing location and assess conditions identified in the preliminary design and details to add it in the original contract for the Rincon East Bulkhead Improvements project.

4. Prepare structural calculations for bollard foundation, including pile design and installation specifications.

5. Development of all necessary design details and integration of new bollard locations into the final submittal and in the IFC signed and sealed drawings.

6. 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.

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

8. 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.

9. 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.

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

11. 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.

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

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

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

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

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

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

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

E. 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.

F. 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

Not included in this Service Order Amendment.

A1.04 Construction Phase

Not included in this Service Order Amendment.

PART 2 – SUPPORT SERVICES

Not included in this Service Order Amendment.

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

DESCRIPTION OF SERVICES	Original Service Order Breakdown	Amendment No. 1 Breakdown	Amendment No. 2 Breakdown (current)	Amended Total Service Order Breakdown
BASIC SERVICES:				
Preliminary Design Phase	$ 56,701.00	$ 4,063.83	$ 0.00	$ 60,764.83
Final Design Phase	$ 0.00	$ 77,628.82	$ 16,764.00	$ 94,392.82
Bid / Solicitation Phase	$ 0.00	$ 4,271.45	$ 0.00	$ 4,271.45
Construction Phase	$ 0.00	$ 5,620.97	$ 0.00	$ 5,620.97
Subtotal, Basic Services	**$ 56,701.00**	**$ 91,585.07**	**$ 16,764.00**	**$165,050.07**
SUPPORT SERVICES:				
Bulkhead Inspection - Under and Above Water	$ 42,716.00	$ 0.00	$ 0.00	$ 42,716.00
Topographic Survey	$ 0.00	$ 2,081.24	$ 0.00	$ 2,081.24
Surveying and Detail for Two CDS Units Painting	$ 0.00	$ 1,737.50	$ 0.00	$ 1,737.50
Subtotal, Support Services	**$ 42,716.00**	**$ 3,818.74**	**$ 0.00**	**$ 46,534.74**
SUMMARY OF FEES:				
Basic Services Fee	$ 56,701.00	$ 91,585.07	$ 16,764.00	$165,050.07
Support Services Fee	$ 42,716.00	$ 3,818.74	$ 0.00	$ 46,534.74
Allowance for Addt'l Services (*PCCA auth. only*)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL NOT TO EXCEED AMOUNT	**$ 99,417.00**	**$ 95,403.81**	**$ 16,764.00**	**$211,584.81**

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

PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. ***The effective date of this Amendment is August 19, 2025.***

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":		**JIMENEZ ENGINEERING SOLUTIONS, LLC D/B/A INTERNATIONAL CONSULTING ENGINEERS "ENGINEER":**	
By:		**By:**	Jesus Jimenez (Aug 11, 2025 00:07:45 CDT)
Title:	**Chief Executive Officer**	**Title:**	President / CEO
Date:		**Date:**	08/11/2025

This section is for PCCA use only.

AS	BA	SM	PD	PR	SC	VE

Jimenez ICE - SO2 Amend2 - 24-031A Rincon Bulkhead

Final Audit Report 2025-08-11

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By:	Susana Garcia-Smythe (Susana@pocca.com)
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"Jimenez ICE - SO2 Amend2 - 24-031A Rincon Bulkhead" History

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Document e-signed by Jesus Jimenez (jj@icengineers.net)
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Agreement completed.
2025-08-11 - 5:07:45 AM GMT

DATE:	August 19, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Amelie Arvin, EIT Project Engineer

Approve an amendment to Service Order No. 2 with Jacobs Engineering, Inc., under Master Agreement No. 24-04, in the amount of $51,414.15 for additional engineering services associated with the Oil Dock 15 Deepening Project.

SUMMARY: Staff requests approval of an amendment to Service Order No. 2 with Jacobs Engineering, Inc., under Master Agreement No. 24-04, in the amount of $51,414.15 for additional engineering 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 dredging now completed, PCCA intends to deepen the Oil Dock 15 (OD15) slip and construct an additional mooring point to improve mooring of Suezmax sized vessels and the ability to accommodate VLCCs in the future. On April 22, 2025, the Port Commission approved a service order in the amount of $305,896.37 with Jacobs Engineering, Inc. to assess 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. The contract currently includes: a dock assessment for deeper depth; a desktop mooring, berthing, and passing vessel analysis; additional mooring structure design, bid, and construction support; and as-built drawings once constructed.

On July 10, 2025, PCCA staff met with the Pilots to review the preliminary design. Based on their feedback, the following changes are required:

- To more appropriately accommodate existing Suezmax vessels and future prospective Very Large Crude Carriers (VLCCs) at the dock, a new mooring dolphin must be designed, which will include quad 100-ton hooks in place of the originally proposed double hooks to provide the capacity to serve multiple vessel mooring line tie-down points. Additionally, this effort will require a mooring analysis of both noted vessel types.

- The mooring structure will be designed for a mooring line load of 560 kips, as indicated by PIANC guidelines for structure optimization.

This amendment will update the design of the proposed mooring dolphin and incorporate these changes into the final preliminary design report. It will include engineering services for detailed design and development of construction drawings for construction solicitation, which will then be presented to Commission for approval at a later date. Staff negotiated the attached service order amendment with Jacobs in the amount of $54,414.15.

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 an amendment to Service Order No. 2 with Jacobs Engineering, Inc., under Master Agreement No. 24-04, in the amount of $51,414.15 for additional engineering services associated with the Oil Dock 15 Deepening Project.

DEPARTMENTAL CLEARANCES:

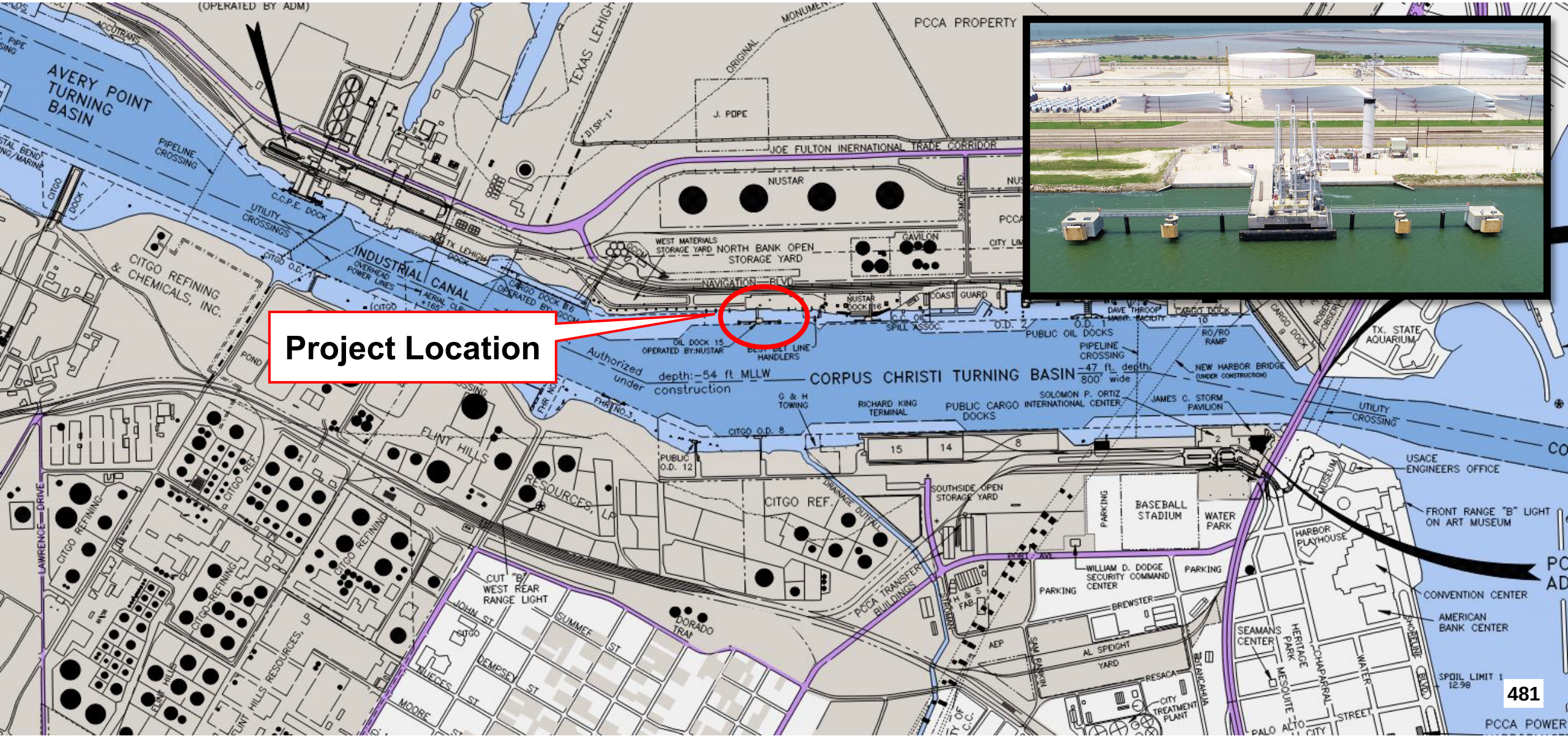
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Amelie Arvin
Legal	Standard Service Order Amendment
Executive Staff	Kyle Hogan
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order Amendment

Oil Dock 15 Deepening Project

Jacobs Engineering, Inc. Service Order No. 2 Amendment



MASTER SERVICES AGREEMENT NO. 24-04
JACOBS ENGINEERING GROUP, INC.

SERVICE ORDER NO. 2 - AMENDMENT NO. 1

1. Background Data

ORIGINAL SERVICE ORDER
Commencement Date: April 22, 2025
PCCA Project Manager (PM): Amelie Arvin, EIT
Project Name: Oil Dock 15 Deepening
Project No. 25-030A

2. Description of Modifications

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

Action	Allotted Cal. Days	Due on or Before
Engineer – Interim Review of Prelim Design Report Submittal	59	6/27/2025
PCCA Project Manager Review	21	7/18/2025
Engineer – Sealed Prelim Design Report Submittal	49	9/5/2025
This Service Order will expire on June 30, 2026.		

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

The PCCA shall pay Engineer the following additional compensation:

Amendment No. 1			
Description of Services	**Not to Exceed (NTE) Amount**		
BASIC SERVICES:	**25-030A** OD15 Deepening	**25-030B** OD15 Mooring	**Subtotal** by Service
Preliminary Design Phase	$ 20,689.26	$ 0.00	$ 20,689.26
Final Design Phase	$ 0.00	$ 30,724.89	$ 30,724.89
Bid Phase – *Not included in this Amendment*	$ 0.00	$ 0.00	$ 0.00
Construction Phase – *Not included in this Amendment*	$ 0.00	$ 0.00	$ 0.00
Subtotal, Basic Services	**$ 20,689.26**	**$ 30,724.89**	**$ 51,414.15**
SUPPORT SERVICES:			
Not included in this Amendment	$ 0.00	$ 0.00	$ 0.00
SUMMARY OF FEES:			
Basic Services Fee	**$ 20,689.26**	**$ 30,724.89**	**$ 51,414.15**
Support Services Fee – *Not included in this Amendment*	**$ 0.00**	**$ 0.00**	**$ 0.00**
TOTAL NTE FEE AMOUNT	**$ 20,689.26**	**$ 30,724.89**	**$ 51,414.15**

c. The Scope of Services currently authorized to be performed by the Engineer in accordance

with the Service Order and previous amendments, if any, is modified by adding the following to **Exhibit A – Engineer's Services:**

PART 1 – BASIC SERVICES

A1.01 Preliminary Design Phase

E. Additional Preliminary Design Phase Services (Amendment No. 1)

1. Engineer will proceed with the study, evaluation, and design of a modified mooring arrangement above the original scope of work that results in a compromise of ideal geometry between VLCC and Suezmax vessels but will have the ability to successfully accommodate either at berth. This work will be incorporated into the final version of the previously submitted Draft Preliminary Design Study.

A1.02 Final Design Phase

D. Additional Final Design Phase Services (Amendment No. 1)

1. Prepare final design, drawings, and calculations for a redesigned mooring point with quad-100-ton mooring hooks to upgrade from the previous dual hook design represented in the 45% submittal. This mooring point will be designed for a 560 kip line load or a 672 kip line load, depending on the results of an initial preliminary optimization study for both loads.

A1.03 Bidding or Proposal Negotiating Phase

Not included in this Amendment

A1.04 Construction Phase

Not included in this Amendment

PART 2 – SUPPORT SERVICES

Not included in this Amendment

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

DESCRIPTION OF SERVICES	Original Service Order Breakdown	Amendment No. 1 Breakdown (current)	Amended Total Service Order Breakdown
BASIC SERVICES:			
Preliminary Design Phase	$ 153,241.06	$ 20,689.26	$ 173,930.32
Final Design Phase	$ 120,730.05	$ 30,724.89	$ 151,454.94
Bid Phase	$ 4,205.70	$ 0.00	$ 4,205.70
Construction Phase	$ 27,719.56	$ 0.00	$ 27,719.56
Subtotal, Basic Services	**$ 305,896.37**	**$ 51,414.15**	**$ 357,310.52**
SUPPORT SERVICES: *(Not included)*			
Subtotal, Support Services	**$ 0.00**	**$ 0.00**	**$ 0.00**
SUMMARY OF FEES:			
Basic Services Fee	$ 305,896.37	$ 51,414.15	$ 357,310.52
Support Services Fee *(Not included)*	$ 0.00	$ 0.00	$ 0.00
TOTAL NOT TO EXCEED AMOUNT	**$ 305,896.37**	**$ 51,414.15**	**$ 357,310.52**

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

PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. ***The effective date of this Amendment is August 19, 2025.***

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":		**JACOBS ENGINEERING GROUP, INC. "ENGINEER":**	
By:		**By:**	Jeffrey A Ely
Title:	**Chief Executive Officer**	**Title:**	Manager of Projects
Date:		**Date:**	08/12/2025

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

Jacobs Eng - SO2 Amend1 - 25-030A OD15 Deepening

Final Audit Report 2025-08-12

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By:	Susana Garcia-Smythe (Susana@pocca.com)
Status:	Signed
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"Jacobs Eng - SO2 Amend1 - 25-030A OD15 Deepening" History

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Agreement completed.
2025-08-12 - 10:12:16 PM GMT

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

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

Approve a purchase from SHI Government Solutions in the amount of $199,218 for software and professional services using National Intergovernmental Purchasing Alliance Company (d/b/a Omnia Partners Public Sector) Contract #2024056-02

SUMMARY: Staff is seeking Port Commission approval of a purchase from SHI Government Solutions for TeqPlay software solutions. These solutions consist of extending PortReporter, vessel tracking to Port customers, as well as further development and customization of the Port Turnaround Time Optimization tool.

BACKGROUND: Since 2023, PCCA has partnered with TeqPlay in the deployment of several software solutions for PCCA staff. These solutions have proven to be extremely beneficial in providing data to measure performance and coordinating vessel traffic, all while improving communication and accuracy of Port operations. Staff from multiple departments met with TeqPlay for a needs assessment determining how we could extend the internal success to Port customers. The result was extending PortReporter to port users with further integration to PortControl, HMO's current system. This purchase will allow further customization and integrations to the solutions based on input from HMO, Operations, Planning, Commercial and Business Development and IT. This will advance the goals of reducing redundant phone calls and emails, resulting in miscommunication and inefficiency for daily ship movements, as well as Port call statistics measuring how well the PCCA community moves.

ALTERNATIVES: Continue the use of these software tools only by Port staff and forgo the advantages of extending the data sharing with port customers.

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

EMERGENCY: No

FINANCIAL IMPACT: This amount was included in PCCA's approved 2025 Annual Budget.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve a purchase from SHI Government Solutions in the amount of $199,218 for the extension of PortReporter vessel tracking to Port customers and further development and customization of the Port Turnaround Time Dashboard using National Intergovernmental Purchasing Alliance Company (d/b/a Omnia Partners Public Sector) Contract #2024056-02.

DEPARTMENTAL CLEARANCES:

Originating Department	IT
Reviewed & Approved	Russell Cordo Tony McDonald Yudi Takizawa Brooks Lobingier II
Legal Reviewed by	Dane Bruun
Executive Staff	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

SHI Quote
TeqPlay description of services

Pricing Proposal
Quotation #: 26438694
Created On: 7/22/2025
Valid Until: 8/29/2025

TX-Port of Corpus Christi

Darrell Keach
Corpus Christi
United States
Phone:
Fax:
Email: dkeach@pocca.com

Client Solutions Manager

Richard Lettiere
3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Port Reporter - Port Community User Access Teqplay B.V. - Part#: NPN-TEQPL-PORTR-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 9/1/2025 – 6/25/2026 **Note:** Software, ESD	1	$22,991.07	$22,991.07
2	PTO - Baseline Statistics Teqplay B.V. - Part#: NPN-TEQPL-PTOBA-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 9/1/2025 – 6/25/2026 **Note:** Software, ESD	1	$28,738.84	$28,738.84
3	PTO - Baseline Statistics True Up Teqplay B.V. - Part#: NPN-TEQPL-PTOBA-B Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 1/1/2025 – 8/31/2025 **Note:** Software, ESD	1	$22,991.07	$22,991.07
4	PTO - Ship to Ship (lightering) Expansion Teqplay B.V. - Part#: NPN-TEQPL-PTOSH-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 9/1/2025 – 6/25/2026 **Note:** Software, ESD	1	$11,495.54	$11,495.54
5	PTO - Ship to Ship (lightering) Expansion True Up Teqplay B.V. - Part#: NPN-TEQPL-PTOSH-B Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 1/1/2025 – 6/25/2025 **Note:** Software, ESD	1	$9,196.43	$9,196.43
6	Port Reporter - Port Community Enhancements Teqplay B.V. - Part#: NPN-TEQPL-PORTR-B	1	$32,187.50	$32,187.50

	Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD			
7	Interface Expansion Port Reporter - PortControl Teqplay B.V. - Part#: NPN-TEQPL-INTER-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD	1	$16,093.75	$16,093.75
8	Port Reporter Interface w/ Terminal Planner Teqplay B.V. - Part#: NPN-TEQPL-PORTR-C Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD	1	$8,046.88	$8,046.88
9	PTO - Ship to Ship (lightering) Expansion Teqplay B.V. - Part#: NPN-TEQPL-PTOSH-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD	1	$8,046.88	$8,046.88
10	PTO - Workshops,Consultancy, & Extensions Teqplay B.V. - Part#: NPN-TEQPL-PTOWO-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD	1	$32,187.50	$32,187.50
11	Marine Planner True Up Teqplay B.V. - Part#: NPN-TEQPL-MARIN-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 6/26/2025 – 6/25/2026 **Note:** Software, ESD	1	$7,242.19	$7,242.19

Subtotal	$199,217.65
Shipping	$0.00
Total	$199,217.65

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Teqplay Solutions

Licensing and Development Proposal

Port Reporter

- Port community: external license. Allows for port customers to gain access to Port Reporter.

Description: Current solution as in use, port call view & smart fleet approach. Current connectivity from Port Call needs to be extended, partially product extension, partially bespoke.

PCCA licenses:

	Licenses per month
Port Reporter - Port Community, *start date of the license after delivery first version*	$2,000

Port Turnaround Dashboards (PTO)

The out of the box PTO dashboards and data has been delivered and approved. These dashboards provide the baseline statistics for the vessel turnaround times in Corpus Christi. A first version of the ship to ship (lightering) dashboard has been created. PowerBI licenses are excluded, see section other services. The license for 2025 data for the dashboards is not included and is listed separately.

	Licenses per month
PTO - baseline statistics port	$2,500
PTO - ship to ship extension (2025)	$1.000
~~PowerBI licenses~~ ~~** based on the current Microsoft prices and euro*~~	~~$130 per year per user~~
	Once Off
PTO - baseline statistics port *(Jan 2025 - August 2025)*	$22,500
PTO - ship to ship extension *(Jan 2025 - August 2025)*	$9.000

Services for extending solutions

Teqplay delivers professional services to extend and tailor the solutions to the PCCA needs. This includes defining and refining the requirements for extensions and helping to identify how to drive value from the insights provided. Below we have described the scope and budgets for the main activities identified.

Port Reporter extension to user community

Engagement with the user community is key to collect the relevant requirements. Next to the development the proposal is to run two workshops to engage to collect requirements and demonstrate Port Reporter. Target group: a selection of agents, tug companies, linesmen and potentially pilots.

Process

- Kick-off workshop PCCA organizes with towage companies, agents.
- Teqplay: demonstrates and collect requirements
- Development & configuration
- Workshops:
    - Present solution and prepare for pilots
    - User support (Port Corpus Christi)

Deliverables

The current Port Reporter system used by POCCA is extended to be available for the port community. This enables the port community to find the data in one central place and become more proactive, reducing communication and driving the port performance. Additionally, the port community can provide data that supports the operational processes of the harbor master and operations. Users only see the information for which they are authorized.

- Port Reporter extended & configured to support port community (notifications)
    - Agent & Service provider selection and views
    - Extend user & company management for external users
    - Self service module (e.g. register new employees for other company)
    - Integration to an external system is optional
    - Data security to prevent exposure data

- Agreed way of working (including documentation) to support PCCA and community
    - User documentation & manuals

Budgeted effort:

Estimated bespoke development /workshops / support: 240 hours (budget)

- Remote, if required willingness to travel (expenses excluded)
- Workshop:
    - 2 days workshop, including prep & recap & path forward
    - Set-up of application & configuration (what do users see)
    - User / Company management (how do we do it safely)

- Data integration and exposure

Proposed start: August 2025

	Workshops / Bespoke development / Support
Port Reporter - Port Community Access	160 hours
Potential interface expansion: Port Reporter – PortControl (HMO System)	80 hours

Port Reporter connectivity to Terminal Planner

Connectivity from Terminal Planner to Port Reporter, partially product extension, partially bespoke, reduction or elimination of manual data entry from one application to another.

	Workshops / Bespoke development / Support
Port Reporter Interface to Terminal Planner	40 hours

Port Turnaround Dashboards (PTO)

It is considered essential to continue working in collaboration to drive the value out of the data. It is proposed that Teqplay and PCCA will jointly engage in workshops to identify the value, extend the dashboard and Teqplay provides consultancy to drive the value. In case of dashboard enhancement this partially will be product extension and partially bespoke.

Included in the license is: bug fixing, data fixes in dashboards.
Bespoke work is brought up in collaboration and estimated.
Examples of bespoke work:

- Considerable changes to dashboard presentation
- Additional or modified data fields (and filters)
- New type of reports based on current data
- Integration with other tools

Process (proposal in collaboration with PCCA)

- 4 days, 2 workshop sessions 3 hours per focus group with 2 PCCA focus groups deep-dive, including prep, on specific topics such as:
    - Arrival process
    - Ship-to-ship (lightering/reverse-lightering)

    - In-port logistics
    - Asset & Berth utilization
- Enhancements & bespoke development
- Define standard report for PCCA internal use

Deliverables

- Actionability workshops with POCCA and external stakeholders
- Actionable plan to address issues identified through workshops and dashboards to improve performance
- Configured dashboard based on user inputs
- Standard reports as aligned with POCCA user

	Workshops / Bespoke / Support
PTO - ship to ship extension	40 hours
PTO - Workshops, consultancy & extensions	160 hours

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Daniel J. Koesema, P.E., CFM
Director of Channel Infrastructure

Approve First Amendment to Consulting Services Contract with David Miller & Associates, Inc., in the amount of $194,244, to expand ship simulation scope to include the Avery Point Turning Basin

SUMMARY: Staff requests approval of the attached First Amendment to Consulting Services Contract with David Miller & Associates, Inc., in the amount of $194,244, to expand the ship simulation scope to include the Avery Point Turning Basin and prepare a Class 5 cost estimate for comparative evaluation of alternative.

BACKGROUND: In March 2025, the Port of Corpus Christi Authority (PCCA) executed a Consulting Services Contract with David Miller & Associates, Inc. (DMA), to prepare a Section 204(f) Federal Assumption of Maintenance Feasibility Report and Environmental Impact Statement, as well as a Section 408 Approval for modifications to Corps of Engineers projects, for a new turning basin in the Corpus Christi Ship Channel.

During the project evaluation process, the Avery Point Turning Basin was identified as a potential alternative to the originally proposed location. To fully assess this option, vessel maneuvering simulations for both sites will provide comparative data on navigational safety, operational efficiency, constructability, and potential cost savings. If determined to be feasible, Avery Point Turning Basin could offer a more cost-effective solution while meeting operational and navigational requirements.

To support this evaluation, staff recommends expanding the current ship simulation scope to include the Avery Point Turning Basin. This will ensure the final site selection is based on objective simulation results and preliminary cost analyses, enabling PCCA to select the most operationally beneficial and cost-effective location.

The Avery Point Turning Basin evaluation will include consultant services by DMA to lead the planning, execution, and reporting of vessel maneuvering simulations; participation by G&H tugs and Aransas-Corpus Christi Pilots; engineering support and coordination by HDR; use of the MITAGS simulation facility and technical staff; and specialized services from Denis Webb in support of the simulations. The scope also provides for HDR to prepare a Class 5 cost estimate (the Association for the Advancement of Cost Engineering's lowest-definition preliminary estimate, typically based on 0–2% design completion, used for early project screening and comparative evaluation of alternatives)

for the Avery Point alternative, offering an early-stage comparative construction cost analysis to support final site selection.

Staff has negotiated the attached First Amendment to Consulting Services Contract with DMA in the amount of $194,244 to perform these services.

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: This project was not considered in the 2025 Budget. Approval of this amendment will increase the total compensation for the Consulting Services Contract to $4,755,244.

STAFF RECOMMENDATION: Staff recommends approval of the attached First Amendment to Consulting Services Contract with David Miller & Associates, Inc., in the amount of $194,244, to expand the ship simulation scope to include the Avery Point Turning Basin and prepare a Class 5 cost estimate for comparative evaluation of alternative.

DEPARTMENTAL CLEARANCES:

Originating Department	Channel Infrastructure
Reviewed & Approved	Dan Koesema
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton
	Kyle Hogan
	Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:

David Miller & Associates, Inc. First Amendment to Consulting Services Contract Exhibit

AMENDMENT NO. 1
TO
CONSULTING SERVICES CONTRACT

This Amendment No. 1 to Consulting Services Contract (the "***Amendment***") is made effective as of August 19, 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 David Miller & Associates, Inc. (the "***Consultant***"). Authority and Consultant are sometimes individually referred to herein as a "***Party***" and collectively as the "***Parties***".

WHEREAS, Authority and Consultant entered into a Consulting Service Contract dated March 18, 2025 (the "***Agreement***"), under the terms of which the Consultant agreed to perform the services described in the Scope of Services attached to the Agreement as **Exhibit A**; and

WHEREAS, Authority and Consultant have agreed to expand the Services to be provided under the Contract and to increase the total amount payable to Consultant under the Agreement for the expanded scope of Services;

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. Section 1 of the Agreement is amended to include the 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 Agreement is amended in its entirety to read as follows:

> **7. COMPENSATION:** The compensation to be paid Consultant for providing the Services shall be the compensation described in **Exhibit B-1** attached hereto, which is incorporated herein by reference; provided, however, the total fees paid to Consultant for the Services (including reimbursable travel expenses and other direct costs) shall not exceed **Four Million Seven Hundred Fifty-Five Thousand Two Hundred Forty-Four Dollars ($4,755,244).** Consultant will obtain the written approval of Authority's Contract Representative relative to incurring travel and other direct costs before incurring such expenses.

C. **Exhibit B** to the Agreement is deleted and replaced in its entirety with **Exhibit B-1** attached to this Amendment.

D. This Amendment shall be binding on the successors and assigns of the Parties.

E. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

F. This Amendment 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 19th day of August 2025.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

Date: _____

DAVID MILLER & ASSOCIATES, INC.

By: Vinicio Vannicola Digitally signed by Vinicio Vannicola Date: 2025.08.14 10:10:47 -04'00'

Name Vinicio Vannicola
Title Vice President

Date: August 14, 2025

Exhibit A-1
Additional Scope of Services

Consultant shall furnish all labor, materials, equipment, coordination, and professional services required to plan, execute, and complete vessel maneuvering simulations for the Avery Point Turning Basin.

The simulations shall include:

- Vessel entry into the Corpus Christi Ship Channel Inner Harbor.
- Transit to the Avery Point Turning Basin.
- Vessel turning maneuvers within the basin.
- Return transit as applicable.

The work shall include:

- Development of simulation plan, schedule, and execution strategy.
- Coordination and management of participation by G&H Towing tugs and Aransas-Corpus Christi Pilots.
- Coordination with HDR Engineering for technical and engineering support.
- Arrangement and oversight of MITAGS simulation facility and technical staff.
- Preparation and delivery of a final simulation report with results, analysis, and recommendations.
- Preparation of a Class 5 construction cost estimate (AACE standards, 0–2% design completion) for the Avery Point alternative.
- Comparative construction cost analysis between the Avery Point and original proposed locations to support final site selection.

Exhibit B-1
Fee Schedule

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fees paid to Consultant for the Services (including reimbursable travel expense and other direct costs) will not exceed **$4,755,244**, without Authority's written approval. Services provided by Consultant will be billed as specified in this Exhibit B-1. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

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

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

Should this Contract be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved travel expenses or direct costs incurred prior to the termination date.

Description of Services	Original Contract	Amendment No. 1 (Current)	Amended Total Contract
Professional Services:			
Review Plan, QC Plan, Meetings, Communications	$ 70,000	$ -	$ 70,000
Project and Program Management	$ 74,900	$ -	$ 74,900
Plan Formulation and Report Preparation	$ 100,000	$ -	$ 100,000
Economic Studies	$ 82,400	$ -	$ 82,400
Engineering Studies	$ 461,600	$ 194,244	$ 655,844
Environmental and NEPA Studies	$ 518,900	$ -	$ 518,900
Technical Reviews	$ 237,200	$ -	$ 237,200
Cost Estimation	$ 26,200	$ -	$ 26,200
Value Engineering	$ 63,000	$ -	$ 63,000
Channel Design	$ 16,800	$ -	$ 16,800
Dredged Material Placement Plan	$ 59,400	$ -	$ 59,400
Real Estate Appendix	$ 53,600	$ -	$ 53,600
Document Production for ASA Submittal	$ 18,000	$ -	$ 18,000
Engineering Support, Coastal Modeling, Geotechnical	$ 1,900,000	$ -	$ 1,900,000
Preconstruction Engineering and Design	$ 679,000	$ -	$ 679,000
Geotechnical Investigations and Sediment Testing	$ 200,000	$ -	$ 200,000
Total	**$ 4,561,000**	**$ 194,244**	**$ 4,755,244**

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Daniel J. Koesema, P.E., CFM
Director of Channel Infrastructure

Award a construction contract to Russell Marine, LLC, in the amount of $351,000, the lowest and best bid based on bids received July 31, 2025, to perform mechanical maintenance dredging at Cargo Dock 9.

SUMMARY: Staff recommends award of a construction contract to Russell Marine, LLC, in the amount of $351,000, the lowest and best bid based on bids received July 31, 2025, to perform mechanical maintenance dredging at Cargo Dock 9.

BACKGROUND: The Port of Corpus Christi Authority (PCCA) conducts annual maintenance dredging at its facilities each year. While most maintenance dredging is performed using a hydraulic cutterhead dredge, the presence of rock riprap in the slip at Cargo Dock 9 requires the use of a mechanical dredging equipment.

On July 2, 2025, PCCA issued a solicitation for bids for mechanical maintenance dredging at Cargo Dock 9. The scope of work generally consists of mechanical maintenance dredging of approximately 1,200 cubic yards of dredge material at Cargo Dock 9 and placement of dredge material into Rincon B West Dredge Material Placement Area.

Two bids were received by the July 31, 2025 deadline. Russell Marine, LLC, provided the lowest and best bid in the amount of $351,000. Russell Marine, LLC, has successfully completed many PCCA projects in the past ten years.

The construction contract duration is forty-five (45) calendar days.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: N/A

FINANCIAL IMPACT: The FY25 Capital Budget includes $600,000 for maintenance dredging of Cargo Dock 9.

STAFF RECOMMENDATION: Staff recommends award of a construction contract to Russell Marine, LLC, in the amount of $351,000, the lowest and best bid based on bids

received July 31, 2025, to perform mechanical maintenance dredging at Cargo Dock 9.

DEPARTMENTAL CLEARANCES:

Originating Department	Channel Infrastructure
Reviewed & Approved	Daniel J. Koesema
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton
	Kyle Hogan

LIST FO SUPPORTING DOCUMENTS:

Bid Results
Exhibit

Solicitation Results For
Dredge Material and Rock Debris Removal at Cargo Dock 9
Project No. 25-412B
Bid Opening: Thursday, July 31, 2025 @ 3:00 PM CST

Company Name	Bid Bond/Cashier's Check	Base Bid	Additive Bid Item 1	Evaluated Bid	Addendum		
					No 1	No 2	No 3
Russell Marine LLC	5% Bid Bond	$291,000.00	$500.00	$351,000.00	X	X	X
Corran CO LLC	5% Bid Bond	$390,400.00	$2,100.00	$642,400.00	X	X	
Omega Divers	Non-Responsive						

*Project to be complete within forty-five (45) calendar days of Notice to Proceed date.

BASE BID: The work generally consists of mechanical maintenance dredging approximately 1,200 cubic yards of dredge material and rock debris at Cargo Dock 9 and placement of dredge material into Rincon B West Dredge Material Placement Area. This is a lump sum bid item.

Additive Bid Item 1 Amount to be paid to the Contractor per hour for Standby time as defined in Special Conditions Sections 1.06 and 1.07. This is a unit price bid item.

Total Evaluated Bid: Base Bid (Total Lump Sum for Base Bid) + 120 HR x $__/HR Additive Bid Item 1

Read By: Melinda Licon

Tabulated By: Paul Ayala

Checked & Prepared By: Paul Ayala

Date: July 31, 2025

Annual Dredging Services

Mechanical Maintenance Dredging at Cargo Dock 9



PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

FROM: Jeffrey Pollack
Jpollack@pocca.com
(361) 885-6230

Approve Interagency Agreement with Texas Commission on Environmental Quality (TCEQ) awarding PCCA a $1M Port Authority's Study & Pilot Program (PASPP) grant to identify and potentially deploy a solution to address intermittent congestion on the Joe Fulton International Trade Corridor at the Archer Daniels Midland (ADM) grain terminal

SUMMARY: Staff is seeking Commission approval to enter into an Interagency Agreement with Texas Commission on Environmental Quality (TCEQ) to accept a $1M grant through the Port Authority's Study & Pilot Program (PASPP) to identify and potentially deploy a solution to address intermittent congestion on the Joe Fulton International Trade Corridor (JFC) at the Archer Daniels Midland (ADM) grain terminal. Funds are awarded on a reimbursement basis, but there is no required PCCA match.

BACKGROUND: During grain season, independent truck drivers call upon the ADM grain terminal at PCCA on a first come, first served basis, often queuing for hours or more along the JFC. This episodic but severe congestion creates public health and safety as well as local air quality concerns (idling trucks).

Once the proposed Interagency Agreement with TCEQ is approved and PCCA is given notice to proceed, staff intend to issue a public solicitation to procure a technical service provider to assist with a three-part scope of work:

1. Evaluate the magnitude and systemic drivers of the congestion issue, **including working with PCCA staff to engage relevant stakeholders** (e.g. independent farmers, truck owner/operators, co-op owners/operators, ADM, TxDOT CRP District)

2. Identify and vet technological or hybrid (technology/traffic management) solutions (including but not limited to a truck scheduling system) to address this episodic truck congestion at the ADM grain terminal

3. **If** one or more viable (i.e. operationally and economically feasible and acceptable to relevant stakeholders) interventions are identified, deploy the selected alternative on a pilot basis and collect relevant performance data to document efficacy in

addressing TCEQ (funding agency) program priorities

The timeframe for approval of this Interagency Agreement in its current form is dictated by a fast-approaching (end of August) biennium budget deadline for TCEQ, but PCCA and TCEQ staff recognize that it may be appropriate to refine the project description in the agreement as the project approach and scope take shape.

PCCA dialogue about and collaboration with TCEQ to address emissions from mobile sources, such as trucks and vessels, began in earnest in 2020. This focus on mobile sources reflects findings from PCCA's recurring emissions inventories and is a natural extension of PCCA's other efforts to maintain regional attainment of national ambient air quality standards (NAAQS) as a cornerstone of the Coastal Bend Air Quality Partnership.

This proposed project to evaluate potential strategies to address truck congestion at ADM will be the PCCA's second TCEQ PASPP-funded project. In 2021, PCCA received a $1M award from TCEQ to conduct a pilot study to reduce emissions from vessels at berth at the Avery Point Terminal.

ALTERNATIVES: Forfeit the $1M award and defer completion of the proposed scope to evaluate strategies to address truck congestion on the JFC at ADM.

CONFORMITY TO PORT POLICY: This project conforms to Strategic Goal 2 (Be a Good Business + Community Partner) and Strategic Goal 5 (Fund Our Vision).

EMERGENCY: Extremely time sensitive. The Interagency Agreement with TCEQ must be executed in August—before the end-of-month end of TCEQ's budget biennium—in order to preserve this grant award. PCCA and TCEQ staff recognize that it may be appropriate to refine the project description in the agreement as the project approach and scope take shape.

FINANCIAL IMPACT: Delivery of grant funds is on a reimbursement basis up to the $1M award, necessitating temporary capital outlay of full project costs by PCCA over the 18-month project. There is no required local (PCCA) match for this grant.

STAFF RECOMMENDATION: Staff recommends Commission authorize the CEO to execute the Interagency Agreement with Texas Commission on Environmental Quality (TCEQ) to accept the $1M grant through the Port Authority's Study & Pilot Program (PASPP) to identify and potentially deploy a solution to address intermittent congestion on the Joe Fulton International Trade Corridor at the Archer Daniels Midland (ADM) grain terminal.

DEPARTMENTAL CLEARANCES:

Originating Department	Planning
Reviewed & Approved	Jeff Pollack
Legal	Dane Bruun
Senior Staff	Kent Britton

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 19, 2025

DATE: August 19, 2025

TO: Port Commission

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

Approve an Engagement Letter with Bracewell for Bond Counsel and Related Legal Services for 2025.

SUMMARY: Staff request the Port Commission approve an Engagement Letter with Bracewell to provide bond counsel and related legal services for the remainder of 2025. Bracewell will assist with the extension of the Port of Corpus Christi Junior Lien Variable Rate Revolving Note Program set to expire April 1, 2026.

BACKGROUND: Bracewell was engaged by PCCA as bond counsel in 2015. In 2023, Bracewell assisted with the extension of the Port of Corpus Christi Junior Lien Variable Rate Revolving Note Program. That program is set to expire April 1, 2026.

CONFORMITY TO PORT POLICY: The Port Commission Operating Rules provide that all engagement letters require Port Commission approval.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve the Engagement Letter with Bracewell for bond counsel and related legal service for 2025.

DEPARTMENTAL CLEARANCES:

Originating Department	Finance Department
Reviewed & Approved	Cindy Bertolami
Legal	Dane Bruun
Executive Staff	Kent A. Brinton

LIST OF SUPPORTING DOCUMENTS:

Engagement Letter

BRACEWELL

August 13, 2025

Port Commission
Port of Corpus Christi Authority
c/o Kent Britton
Executive Port Director
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401

Re: Engagement Letter

Dear Commissioners:

Thank you for engaging us to represent the Port of Corpus Christi Authority ("Port" or "Client") as bond counsel. We appreciate the confidence you have shown in Bracewell LLP ("Bracewell" or "Firm") and look forward to this opportunity to represent your interests.

It is our practice to confirm the terms and conditions of our engagements, and that is the purpose of this Engagement Letter and the attached Terms of Engagement. This engagement has been approved by Bracewell subject to the conditions described in this letter.

Scope of Engagement

Bracewell will represent the Port in connection with its issuance or entry into, from time to time, of revenue notes, credit agreements, revenue bonds, ad valorem tax bonds, if authorized, and other obligations ("Obligations").

We agree that our services as bond counsel will include the following:

1. Attendance at all meetings of the Port Commission (the "Commission") as required or requested in connection with the planning and authorization of Obligations, including consultation on federal income tax matters;
2. Preparation of the orders or resolutions of the Commission authorizing issuance of Obligations, together with all other legal documents comprising the transcript of proceedings for authorization and issuance of Obligations;
3. The review of those sections of the offering documents, if any, that pertain to the description and security of the Obligations, the Port's documents related to the financing, matters related to the exemption and our opinion;

Jonathan K. Frels
Partner
T: +1.713.221.1599 F: +1.800.404.3970
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770
jonathan.frels@bracewell.com bracewell.com

4. Preparation of and submission to the Attorney General of Texas of a transcript of proceedings for each series of Obligations to obtain the approval of the Attorney General and registration of Obligations by the Comptroller of Public Accounts of Texas;
5. Preparation and filing of legal documents required under federal income tax law for the Obligations, and the preparation of and delivery to the Port of a Letter of Instructions with respect to the federal income tax treatment of Obligation proceeds;
6. Representation of the Port at the closing of the sale of Obligations, including preparation of all closing documents;
7. If appropriate, the delivery at closing of our approving opinion as to the validity of the Obligations under Texas law, and the exclusion of interest on the Obligations from gross income of the holders under federal income tax law; and
8. To the extent required in connection with ad valorem tax bonds, preparation of bond election orders, as necessary.

We will also provide you with routine assistance as requested by the Port in connection with federal and state law questions arising in connection with the disposition of bond financed assets and the use of bond or note proceeds. If such assistance would require research so significant as to no longer constitute routine assistance, we will notify the Port, and we will not initiate work on such issues prior to reaching an agreement with the Port regarding the scope of work and fees for such matter or issue.

In connection with the issuance of each series of Obligations, we will also provide the following disclosure counsel services to the Port:

1. Examination of applicable law;

2. Review of the orders or resolutions of the Commission authorizing the issuance of the Bonds and such other documents as may be required by the financing or which we deem necessary for rendering our negative assurance letter to the Port in connection with the preliminary official statement and official statement (collectively, the "Official Statement") prepared in connection with a series of Obligations, as described below;

3. Consulting with you regarding your obligations under the Securities Exchange Act of 1934, as amended, and the Rules of the United States Securities and Exchange Commission thereunder, particularly, Rule 15c2-12;

4. Consulting with Port staff regarding disclosure considerations prior to the issuance of a series of Obligations; and

5. Reviewing the Official Statement relating to the Obligations.

Subject to the completion of the proceedings relating to the issuance of the Obligations to our satisfaction, we will render our negative assurance letter addressed to the Port. The negative assurance letter will be

executed and delivered by us in written form on the date the Obligations are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

In our capacity as disclosure counsel, we do not review the financial condition of the Port or the adequacy of the security provided to owners of Obligations, and we will express no opinion relating thereto, and we will not pass upon or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement. We will, however, participate in meetings with representatives of the Port at which the contents of the Official Statement are to be discussed, and at the time we deliver our negative assurance letter, we will advise you in writing whether, as a result of such discussions, anything has come to the attention of the attorneys in our firm rendering legal services to you in connection with the Official Statement which would cause us to believe that the Official Statement (except as to any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry system and information regarding the municipal bond insurance, as to which, in each case, we are not called upon to express any opinion or belief) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The services outlined above do not include obtaining IRS rulings or clarifications of federal tax law, dissemination services in connection with the Port's continuing disclosure undertakings, presentations to rating agencies or bond insurers, or "blue sky" or securities registration services. We will be pleased to provide legal services in connection with any matters not included in the Scope of Engagement provisions, but we believe that such additional services, if requested by the Port, should be the subject of an addendum to this letter or a separate letter of engagement. Our representation of the Port with respect to any particular series of Obligations will end upon the Closing for that particular series of Obligations.

This Engagement Letter may be supplemented to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client. Bracewell will not initiate work on any such new matters or issues prior to reaching an agreement with the Port regarding the scope of work and fees for such matter or issue.

Fees, Expenses and Billing

Unless otherwise agreed by the Port and Bracewell, fees described will be based primarily on an hourly charge determined by the amount of time devoted by Bracewell professionals to perform the legal services contemplated by this engagement. Other factors authorized by Rule 1.5(a) of the ABA Model Rules of Professional Conduct also may be considered when determining the fees charged by Bracewell.

Billing rates for our attorneys vary according to the experience of the individuals. Our current billing rates for those attorneys in our section who you might ask to work on your matter range from $750 an hour for the most junior associate to $1100 an hour for the most senior partner. In an effort to reduce overall legal costs, we utilize paralegal and administrative assistant personnel whenever appropriate. Time devoted by such paralegal personnel to client matters is currently charged at billing rates generally ranging from $400 to $500 per hour. Billing rates for attorneys, paralegal and administrative assistant personnel are, from time to time, reviewed and adjusted.

Other Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as the cost of transcripts and transcript preparation, photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees.

Conflicts of Interest

For purposes of evaluating conflicts of interests, you acknowledge that Bracewell relies upon the Texas Disciplinary Rules of Professional Conduct. Bracewell may represent other clients that may be adverse to Port of Corpus Christi your interests in substantially unrelated matters, and it may represent other clients within the same industry.

Conclusion

You are encouraged to discuss the terms of this engagement letter with the independent counsel of your choice. Please call me if you wish to discuss any aspect of this engagement.

Either the Port or Bracewell may terminate this 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.

If this Engagement Letter, including the provisions in the attached Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return it to me.

Thank you again for the opportunity to represent you in this matter.

Very truly yours,



Jonathan K. Frels
Partner

Attachment

AGREED AND ACCEPTED:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____

Name: _____

Title: _____

BRACEWELL LLP

TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell LLP ("Bracewell ") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because Bracewell has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter.

Our Relationship with Others and Conflicts of Interest

We have performed a conflicts check on the names you provided to Bracewell. Based on a check of these names, and under the applicable standards in the governing rules of professional conduct, we believe Bracewell is free to undertake the Matter. If we identify a conflict after work on this Matter has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties.

Bracewell accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Bracewell issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise

in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over $500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Matters Involving e-Discovery

Many matters require the handling or production of electronically stored information ("ESI"). In litigation, the rules of civil procedure in federal court, as well as in many other jurisdictions, address the gathering and production of ESI ("e-Discovery"). Failure to comply with the rules governing e-Discovery can subject Client and the Firm to possible discovery sanctions. The Firm has developed an e-Practice Department (the "e-Department") to assist the Firm's clients in litigation matters that involve e-Discovery issues. The e-Department head, a lawyer who specializes in e-Discovery matters ("e-Practice Counsel"), and the e-Practice Project Administrators will assist Client in handling e-Discovery projects that may arise in connection with the Firm's representation of Client.

The Firm has identified a number of preferred e-Discovery providers that it can recommend to Client ("Outside Vendors"). Client will make the ultimate decision on which Outside Vendor to retain on a matter. Client will contract directly with and will be invoiced by the Outside Vendor for e-Discovery services. In most cases, the Outside Vendor will handle the collection, processing, hosting, and production of Client's ESI. The Firm's e-Department professionals will serve as a liaison between Client, the Outside Vendor and the Firm's attorneys throughout the process, and the Firm will bill the Client for that time. Unless other arrangements are made between the Firm and Client, the Firm's lawyers will handle the review of Client's ESI before production.

Certain matters involving less than 5GB of ESI can be handled by the Firm internally, rather than by an Outside Vendor. In such matters, and upon prior agreement between Client and the Firm, an Outside Vendor will collect the Client's ESI and deliver to the Firm for processing, hosting, review and production. Client will contract directly with the provider for the collection of the ESI. The Firm will charge the client from $150 to $250 per GB for processing, depending on the format of the data, and from $20 to $40 per GB per month for hosting/storage, depending on the volume of the data.

It is anticipated that the Firm's e-Department professionals will assist Client in both e-Discovery matters handled by Outside Vendors and those handled by the Firm internally. The Firm will bill Client for the time of these professionals.

The hourly rate of the Firm's e-Practice Counsel is $450 per hour. The range of hourly rates for the Firm's e-Practice Project Administrators is $225 - $300 per hour. The hourly billing rates of the Firm's e-Department professionals are set, reviewed and adjusted by Bracewell on an annual basis and will appear on the periodic invoice provided for this engagement.

Interest on Past Due Accounts

If Client fails to pay any invoice when due, the past due amount shall accrue interest and be payable in accordance with Chapter 2251, Texas Government Code.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to Bracewell in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to Bracewell the amounts stated to be payable to Bracewell under the Engagement Letter.

Termination

Because Bracewell has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that Bracewell reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by Bracewell, or 120 days after the date of Bracewell's last substantive legal service billed to Client's account, whichever may first occur.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Bracewell has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Disposition and Retention of Materials

Bracewell has adopted and implemented an information governance and records management program including a comprehensive policy and records retention schedule. At the close of any matter Bracewell may return Client documents and property, send them to a storage facility for a limited time, or have them destroyed according to our records retention schedule. At Client's request, Client documents and property will be returned to you upon receipt of payment for outstanding fees and costs. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files. Your request for return of Client files must be delivered to Bracewell no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement.

You agree that Bracewell owns and retains its own files, inclusive of related electronically stored information, pertaining to the engagement. You will not have the right or ability to require us to deliver such files (or copies thereof) to you. Examples of Bracewell files are: firm administrative materials, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers.

It is important for Client to alert Bracewell in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Bracewell in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

Bracewell acknowledges Client, as a political subdivision of the State of Texas, has specific document retention schedules and obligations under the Texas Public Information Act. Bracewell agrees to produce a copy of Client's file, which for the purposes of this Engagement is the information related to this Engagement that are filed of record and the electronic and other communications addressed or copied to the Client during the course of the Engagement, prior to the conclusion of the Engagement. The "Disposition and Retention of Materials" in the terms of Engagement therefore assumes that Client has been provided with copies of the documents related to this Engagement constituting the Client's file prior to the conclusion of the Engagement.

Choice of Law

Because Bracewell performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Bracewell agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.legalethicstexas.com) will govern all issues of legal ethics and professionalism.

Pursuant to Texas Government Code section 81.079, we are required to provide you with notice of the existence of the State Bar of Texas grievance process. That information can be found here: www.texasbar.com/AM/Template.cfm?Section=File_a_Grievance&Template=/CM/ContentDisplay.cfm&ContentID=23454 (English) www.texasbar.com/AM/Template.cfm?Section=File_a_Grievance&Template=/CM/ContentDisplay.cfm&ContentID=23636 (Spanish).

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Bracewell has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Statutory Verifications

No Boycott of Israel. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

Not a Sanctioned Company. The Firm hereby verifies that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes any entity that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

No Discrimination Against Firearm Entities. The firm hereby verified that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy,

guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

No Boycott of Energy Companies. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Bracewell and Client.

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In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Bracewell, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or Bracewell's General Counsel or Managing Partner.