Notice of Port Commission meeting of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, June 14, 2022, at 9:00 AM
In the Nueces Room at the Solomon P. Ortiz International Center
402 Harbor Drive, Corpus Christi, Texas 78401

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

* *Under the Upcoming Events heading click on "In Progress" for the Port Commission Meeting on June 14, 2022. (Note that the "In Progress" link will not appear until shortly before the meeting starts)*

* *To see the Agenda Packet for this meeting, click on "Agenda Packet" under the Upcoming Events heading*

* *Click on "PORT OF CORPUS CHRISTI AUTHORITY PUBLIC COMMENT POLICY" to review the policy. If you wish to make a public comment (agenda item 7), please follow the instructions in this policy.*

A quorum of the members of the Port Commission will be physically present at the meeting location, which is in the Nueces Room of the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas. The meeting will comply with those parts of Texas Government Code § 551.127 applicable to a meeting of the governmental body of a political subdivision that does not extend into three or more counties.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Tana Neighbors at 885-6129 at least 48 hours in advance so that appropriate arrangements can be made.

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

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

1.Call to Order

2.Safety Briefing

3.Pledge of Allegiance

4.Invocation

5.Receive Conflict of Interest Affidavits

6.Minutes

6.a. Approve minutes from the May 24, 2022 Port Commission meeting.
May 24 Port Commission Meeting Minutes

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

8.Committee Reports

9.Presentations

9.a. Receive presentation from Cory Boemer, Chief Philanthropy Officer, and Heather Selim, Director of Marketing, with HALO-Flight, Inc.

9.b. Receive presentation from Thomas Graham, President and CEO of Crosswind Media and Public Relations.

10.Open Agenda

10.a. Award construction contract to Russell Marine, LLC in the amount of $10,900,417, the lowest and best bid based on bids received on June 3, 2022, for structural repairs and upgrades to Oil Dock 1.
OD1 Construction Award - 1-Memo.docx
OD1 Construction Award - 2-Bid Results.pdf

OD1 Construction Award - 3-Exhibit.pdf

10.b. Approve staff to apply for $6,000,000 through Department of Energy FY2022 CarbonSAFE Phase II - Storage Complex Feasibility grant program.
Commission_Memo_CarbonSAFE_FY2022

10.c. Approve a Franchise Agreement with Citgo Refining and Chemicals Company L.P., for CITGO Oil Docks 1, 2, 3 and 7 and CITGO Barge Dock 6, Nueces County, Texas.

Citgo Franchise - CM.docx
Citgo Franchise - Memo Exhibit.pdf
Citgo Franchise - Agreement.pdf

11.Consent Agenda - *The Port Commissioners have been furnished with supporting documentation and staff's recommendation for each of the following items. All Consent Agenda items will be approved, in accordance with the respective staff recommendations, by one vote without being discussed separately unless a Port Commissioner requests otherwise.*

11.a. Approve an amendment to a service order with Lanier and Associates Consulting Engineers, Inc., under Master Services Agreement No. 21-02, in the amount of $126,000 for construction administration services associated with structural repairs and upgrades to Oil Dock 1.
OD1 Lanier - 1-Memo.docx
OD1 Lanier - 2-Amend.pdf

11.b. Approve an amendment to a consulting services contract with Linda Webster Gurley, P.E. in the amount of $44,064 for additional services including assessment and updating project design guidelines and standards for PCCA projects and tenant reviews.
LWG - 1-Memo.docx

11.c. Approve a Consulting Services Agreement in an amount of $90,920 with David Miller and Associates for tasks related to the development of an economic analysis of the La Quinta Channel Expansion Project.
DMA - 1-Memo
DMA - 2-Agreement

11.d. Approve Annual Dues Renewal with American Association of Port Authorities (AAPA) in the amount of $65,500 for the period 07/01/2022 - 06/30/2023
2022_AAPA_Dues_Renewal_-_Comm_Ltr_June_2022.pdf
AAPA Dues Renewal - Invoice 2022-2023 $65,500.pdf

11.e. Award contract to Netsync Network Solutions, the lowest bidder based on bids received June 2, 2022, for the purchase of security cameras in the

amount $237,583.27.
2022_Purchase_of_Cameras_and_Accessories_Comm Ltr June 2022.pdf
Bid Tab .pdf

11.f. Approve a First Amendment to Short Line Railroad Operating Agreement with Texas Coastal Bend Railroad, L.L.C. ("TCBR"), as operator of PCCA's rail assets, to allow TCBR to construct a short track extension and shed for locomotive inspections. Construction will be funded by TCBR utilizing track maintenance dollars included within the first year maintenance plan.
CORPUS-#344591-v1-POCCA_Short_Line_Operating_Agreement_First_Amendment_-_Commission_Memo_-_June_2022_(003).pdf

12.Chief Executive Officer and Commissioners' Comments

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

12.b. Receive Commissioners' comments on any of the agenda items for the meeting, the Port's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items.

13.Recess Open Meeting and Convene Executive Session - *In this executive session the Port Commissioners will deliberate or receive legal advice regarding (1) each of the following matters pursuant to the Section(s) of the Texas Open Meetings in parenthesis at the end of such matter, and (2) any other agenda item announced by the Chairman of the meeting. The Port Commissioners will deliberate the purchase, exchange, lease or value of real property in executive session only if deliberation in an open meeting would have a detrimental effect on PCCA's position in negotiations with a third person.*

13.a. Legal advice from counsel in connection with State Office of Administrative Hearings Docket No. 582-20-1895. (§551.071)

13.b. Legal advice from counsel in connection with Cause No. 2018CCV-60780-4, PCCA, Plaintiff vs. The Port of Corpus Christi, LP, Defendant, and The Port of Corpus Christi, LP, Counter Claimant vs. PCCA, and in their Official Capacities as Commissioners of the Port Authority, the following Commissioners: Charles W. Zahn, Jr., Wayne Squires, Richard Ralph Valls, Jr., Richard Bowers, David P. Engel, Wes Hoskins, Catherine Tobin Hilliard, And As-Yet Unnamed Co-Conspirators, Counterclaim Defendants, in Nueces County Court at Law No. 4. (§551.071)

13.c. Deliberate the acquisition of real property in Nueces County and San Patricio County. (§551.072)

13.d. Legal advice from counsel in connection with BG Gulf Coast LNG, LLC; Phillips 66 Company v. Sabine-Neches Navigation District of Jefferson County, Texas. (5th Cir. No. 22-40158) (§551.071)

13.e. Evaluate the performance of the Chief Executive Officer. (§551.074)

14. Reconvene in Open Session and take action on (1) the following agenda items, (2) any other items on this agenda that were postponed or tabled until after Executive Session, and (3) any agenda items from the Executive Session requiring Commission action.

15. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
May 24, 2022

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, May 24, 2022 at 8:30 a.m., for the regular monthly meeting of the Port Commission.

Present:	Mr. Charles Zahn Ms. Catherine Hilliard Mr. David P. Engel Mr. Wes Hoskins Dr. Bryan Gulley Mr. Gabe Guerra Mr. Rajan Ahuja
Present:	Mr. Sean Strawbridge Mr. Kent Britton Mr. Omar Garcia Mr. Jeff Pollack Mr. Clark Robertson Ms. Brenda Reed Ms. Rosie Collin Mr. Tony MacDonald Mr. Tom Mylett Ms. Rosaura Bailey Mr. Sam Esquivel Ms. Natasha Fudge Ms. Sarah Garza Mr. Mark Gutierrez Mr. Dan Koesema Mr. Jacob Morales Ms. Lynn Angerstein Ms. Sonya Sosa Lopez Ms. Donna James Spruce Mr. Jesse Robinson Ms. Leslie Ruta Mr. Brooks Lobingier, II Mr. Bennie Benavidez Mr. Richard Hernandez Mr. Daniel Villesca Ms. Monique Lerma Ms. Tana Neighbors Mr. Eric Battersby Ms. Nelda Olivo

Others Present:	Mr. Leo J. Welder, Jr. Mr. Dane Bruun (***via videoconference***)
Others Present:	Mr. Dan Korus Del Mar College Mr. John Phillips Coastal Bend Regional Advisory Council Mr. Craig Pinusy Five S Group CAPT Mike Kershaw PCCA Liaison Ms. Gretchen Arnold Coastal Bend AQ Partnership Ms. Pamela Dykehouse First United Methodist Church Mr. John Green City of Portland Councilman Mr. BJ Schulze Bay Houston Towing Co. Mr. John Pasch Cheniere Mr. Guy Nicholls Cheniere Ms. Sharon Bailey Murphy Coastal Bend AQ Partnership Mr. John Webb SAM, LLC Mr. Jalyn Stineman Del Mar College Mr. Dennis Wade News of San Patricio Mr. John Valls RADC

1. **Meeting called to order**

2. **Safety briefing presented**

3. **Pledge of Allegiance recited**

4. **Invocation given**

5. **Conflict of Interest Affidavits:** Mr. Charles W. Zahn Jr. submitted a Conflict of Interest Affidavit for item 10c.

6. **Minutes**

6a. ***Action:*** On motion made by Ms. Hilliard and seconded by Mr. Guerra, the Commission approved the minutes of the April 19, 2022, Port Commission meeting in the form presented at the meeting.

6b. ***Action:*** On motion made by Mr. Ahuja and seconded by Ms. Hilliard, the Commission approved the minutes of the May 21, 2022, Special Meeting of the Port Commission in the form presented at the meeting.

7. **Public Comments:** Mr. John Phillips, Mr. Joe McComb, Mr. Ray Allen, and Judge Barbara Canales addressed the Commission.

8. **Committee Reports:**

Audit Committee: No meeting occurred since the last regular Commission meeting.

Long-Range Planning Committee: No meeting occurred since the last regular Commission meeting.

Security Committee: No meeting occurred since the last regular Commission meeting.

Facilities Committee: No meeting occurred since the last regular Commission meeting.

9. **Presentations**

9a. The Commission received a presentation John Valls, Executive Director, Robstown Area Development Corporation.

Recess Open Meeting and Convene Executive Session: At 8:58 a.m. Chairman Zahn announced that the Commission would go into executive session pursuant to Section 551.074 of the Texas Government Code to deliberate agenda item 13a. which is described in the agenda as follows:

13a. Deliberate the duties of the Chief Executive Officer. (§551.074)

Reconvene in Open Session. At 10:10 a.m., the Commission reconvened in Open Session.

9b. The Commission received a LNG ship model from Guy Nicholls, Corporate Marine Director, Cheniere LNG O&M Services, LLC to honor Port of Corpus Christi.

9c. The Commission received a presentation from Coastal Bend Air Quality Partnership Board President, Sarah Garza, on status of the transition of the organization.

10. Open Agenda

10a. ***Receive and approve PCCA's First Quarter 2022 Financial Report:*** Staff recommended approval of the First Quarter 2022 Financial Report.

Action: On motion made by Mr. Engel and seconded by Mr. Guerra, the Commission approved Staff's recommendation.

10b. ***Receive and approve PCCA's First Quarter 2022 Investment Report:*** Staff recommended approval of the First Quarter 2022 Investment Report.

Action: On motion made by Mr. Engel and seconded by Mr. Hoskins, the Commission approved Staff's recommendation.

10c. ***Award a construction contract to TTL, Inc. in the amount of $2,558,630.41 for the removal of the Nueces County Water Control and Improvement District 4 20-inch water line, associated with construction of the Corpus Christi Ship Channel Improvement Project:*** Staff recommended award of a construction contract to TTL, Inc., in the amount of $2,558,630.41 for the removal of the Nueces County Water Improvement District 4 20-inch water line, associated with the construction of the Corpus Christi Ship Channel Improvement Project.

Action: On motion made by Mr. Engel and seconded Dr. Gulley, the Commission approved Staff's recommendation. Chairman Zahn abstained from voting on this item.

10d. ***Approve staff to apply for $4,380,094 through Department of Homeland Security Preparedness FY2022 Port Security Grant Program for five PCCA security projects:*** Staff recommends the following projects, listed in order of priority, be submitted for funding under the FY2022 Port Security Grant Program:

Project 1: Security Command Center Renovation: The William D. Dodge III Security Command Center was originally constructed around 1962. During the October 5, 2021, Facilities Committee meeting, PCC staff presented four options to address the department's space needs. Staff received approval at that meeting to move forward with the recommended option of repurposing the PCC Power Street building. As design advances, this 2022 PSGP project will cover the cost to execute the design being developed by Ardurra Group. Inc. The renovations are expected to cost $1,750,000. This project will necessitate PCC to support this project with a 44% cost share at $750,000, asking PSGP for $1 million, or 56%.

Project 2: Southside Marine Center: As PCC moves the Maintenance Department and other Operations functions off channel frontage property, a new home for Port

Security Marine Assets is needed. The Southside Tule Lake Lift Bridge site has been identified as ideally situated to create a quick response location that does not consume valuable waterfront property. This project supports constructing improvements and renovations that include a dock for Port Security Marine Assets; dock house and gangway; relieving platform; provide a building for firefighting team that includes sleeping quarters, shower facilities; and galley, water tank, fuel tank and delivery system. The project will cost is expected to be $1,601,000, making the PSGP share $1,000,000 (62%), and PCC share of $601,000 (38%).

Project 3: Bulk Materials West Access Rd. Lighting and Cameras: The new `access west access road being constructed in partnership with TxDOT funds will also need lighting and cameras for PCC Port Security to enhance maritime awareness. This project will support the construction of an unmanned security gate, at least two camera poles with connected cameras, and lighting any areas of the road not planned for lighting with the TxDOT grant. The project cost is expected to be $1,595,400, making the PSGP share $1,000,000 (63%), and PCC share of $595,400 (37%).

Project 4: Rincon Laydown Area Lighting and Cameras: Over the last several years, PCC has invested over $20 million in the assets at Rincon Industrial Complex, and they have paid off – the area is thriving with barite moves and transporting wind components. To ensure safety of people and cargos, adding lights and connected cameras to the area is the next necessity. The project cost is expected to be $840,125, making the PSGP share $630,094 (75%), and PCC share of $210,031 (25%).

Project 5: Maintenance and Sustainability: The PCCA has received previous grant funding to install security fencing, lighting, surveillance equipment, access control, vessel tracking, etc. Most of this installed equipment has a finite life cycle, and this project will provide for the repair or replacement of aging security equipment. Grant Program Directorate Information Bulletin No. 293 allows for the use of grant funds for the repair, replacement, and maintenance of security equipment funded through DHS grants. Total project costs will be $1,000,000, for an award of $750,000 from PSGP (75%), and $250,000 as the PCC share (25%).

Action: On motion made by Ms. Hilliard and seconded by Dr. Gulley, the Commission approved Staff's recommendation.

11. Consent Agenda: Commissioners requested that Consent Agenda Item 11g., 11h., 11i., 11n., and 11o. be removed from the agenda with no action being taken. Then Mr. Hoskins moved to approve the remaining 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. Hilliard seconded the motion and the motion passed without objection.

11a. By approval of the Consent Agenda motion, the Commission approved a One-Year Extension of Insurance Broker Services Agreement with Acrisure, LLC d/b/a Carlisle Insurance Agency.

11b. By approval of the Consent Agenda motion, the Commission approved an amendment to a professional consulting/engineering services contract with Freeman Schroeder Architects, LLC in the amount of $45,120, associated with the Ortiz Center renovation and repairs, for additional scope to account for modifications to various building elements in the ballroom, kitchen, and Jim Wells conference room areas.

11c. By approval of the Consent Agenda motion, the Commission approved a no fee perpetual Dredging Easement by and between Citgo Refining and Chemicals Company L.P., and the Port of Corpus Christi Authority granting the Port of Corpus Christi Authority the right to dredge 0.66 acres of submerged lands owned by Citgo to accommodate the Oil Dock 3 expansion project, Nueces County, Texas.

11d. By approval of the Consent Agenda motion, the Commission approved a Consent to Assignment of Leases Agreement by and between TOR Minerals International, Inc. as Assignor and United Minerals and Properties, Inc., as Assignee for the following lease agreements; a 2.86-acre lease agreement and a 10.31-acre lease agreement, both located at the Rincon Industrial Park on the west of Canal A, Nueces County, Texas.

11e. By approval of the Consent Agenda motion, the Commission approved Master Services Agreement No. 22-04 and Service Order No. 1 not to exceed $150,000 with Surveying & Mapping, LLC., to preform ALTA land surveys and boundary land surveys in San Patricio and Nueces Counties, Texas.

11f. By approval of the Consent Agenda motion, the Commission approved Service Order No. 12, under Master Services Agreement no. 20-03 with T. Baker Smith, LLC., not to exceed $150,000 to preform ALTA land surveys and boundary land surveys in San Patricio and Nueces Counties, Texas.

11g. Staff recommended an in-kind Office Space Lease Agreement with Coastal Bend Bays and Estuaries Program for approximately 3,500 square feet of office space, located on the second floor of the Port Annex Building, Nueces County, TX. Mr. Hoskins moved to approve the Office Space Lease Agreement with the addition of a 90-day termination clause. Ms. Hilliard seconded the motion and the motion passed.

11h. Staff recommended an in-kind Office Space Lease Agreement with Coastal Bend Air Quality Partnership for approximately 1,137 square feet of office space, located on the second floor of the Port Annex Building, Nueces County, Texas. Mr. Hoskins moved to approve the Office Space Lease Agreement with the addition of a 90-day termination clause. Ms. Hilliard seconded the motion and the motion passed.

11i. Staff recommended an in-kind Office Space Lease Agreement with Coastal Bend Regional Advisory Council for approximately 2,029 square feet of office space, located on the first floor of the Port Annex Building, Nueces County, Texas. Mr. Hoskins moved to approve the Office Space Lease Agreement with the addition of a 90-day termination clause. Ms. Hilliard seconded the motion and the motion passed.

11j. By approval of the Consent Agenda motion, the Commission approved a change order with Haas-Anderson Construction, Ltd. in the net deductive amount of $175,365.47 (credit) for adjustments to the remediation areas in phase two of the Bulk Materials Terminal storm water quality project.

11k. By approval of the Consent Agenda motion, the Commission approved the purchase of six full sets of Self-Contained Breathing Apparatus (SCBA) and twelve spare air cylinders totaling $66,954 from Metro Fire Apparatus Specialists, Inc. using Government Pricing from the State of Texas BuyBoard Cooperative Purchasing Program Contract 603-20 for crew and firefighters assigned to the new MetalCraft Firestorm 70 fireboat.

11l. By approval of the Consent Agenda motion, the Commission approved an amendment to a service order with Ardurra Group, Inc., under Master Services Agreement No. 22-01, in the amount of $42,700 for additional services related to the Security Command and Control Center (at Power Street) remodel and improvements project.

11m. By approval of the Consent Agenda motion, the Commission authorized staff to use an alternate procurement method of Design-Build for the relocation of the Port maintenance operation from 824/901 Navigation Boulevard to 2301 N. Port Avenue.

11n. Staff recommended an amendment to an existing Professional Research Contract with Alliance for Sustainable Energy, LLC, operator of the National Renewable Energy Laboratory, in the amount of $101,047 to support Phase 1 of a Feasibility Analysis of the integration of offshore hydrogen production from offshore wind in the Gulf of Mexico. On motion made by Dr. Gulley and seconded by Mr. Ahuja, the Commission approved Staff's recommendation. Commissioner Hoskins voted no on this item.

11o. Staff recommended approval of a First Amendment to Consulting Services Contract with Crosswind Communications to increase estimated reimbursable expenses to $25,000 for a total contract of $125,000. On motion made by Mr. Engel and seconded by Dr. Gulley, the Commission approved Staff's recommendation. Commissioner Hoskins voted no on this item.

12. Chief Executive Officer's Report and Commissioners' Comments:

12a. The Chief Executive Officer submitted his report on upcoming community events, PCCA events, and activities of the following PCCA departments during the preceding month: Trade Development, External Affairs, Operations and Finance.

12b. Mr. Zahn asked for comments from the Commissioners.

13. **Recess Open Meeting and Convene Executive Session:** At 11:45 a.m. Chairman Zahn announced that the Commission would go into executive session pursuant to Sections 551.071, 551.072, and 551.074 of the Texas Government Code to deliberate agenda items 13a., 13b., 13c., and 13d., which were described in the agenda as follows:

13a. Deliberate the duties of the Chief Executive Officer. (§551.074)

13b. Legal advice from counsel in connection with State Office of Administrative Hearings Docket No. 582-20-1895. (§551.071)

13c. Legal advice from counsel in connection with Cause No. 2018CCV-60780-4, PCCA, Plaintiff vs. The Port of Corpus Christi, LP, Defendant, and The Port of Corpus Christi, LP, Counter Claimant vs. PCCA, and in their Official Capacities as Commissioners of the Port Authority, the following Commissioners: Charles W. Zahn, Jr., Wayne Squires, Richard Ralph Valls, Jr., Richard Bowers, David P. Engel, Wes Hoskins, Catherine Tobin Hilliard, And As-Yet Unnamed Co-Conspirators, Counterclaim Defendants, in Nueces County Court at Law No. 4. (§551.071)

13d. Deliberate the acquisition of real property in Nueces County and San Patricio County. (§551.0712)

14. **Reconvene in Open Session.** At 1:30 p.m., the Commission reconvened into Open Session.

15. **Adjourn:** On motion duly made and seconded, the meeting adjourned at 1:30 p.m.

DATE:	June 14, 2022
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Maria Rivas, P.E. Chief of Design and Construction

Award construction contract to Russell Marine, LLC in the amount of $10,900,417, the lowest and best bid based on bids received on June 3, 2022, for structural repairs and upgrades to Oil Dock 1.

SUMMARY: Staff recommends the award of a construction contract to Russell Marine, LLC for structural repairs and upgrades to Oil Dock 1. On June 3, 2022, we received four responses to our Notice to Bidders. Russell Marine, LLC submitted the lowest and best Evaluated Bid in the amount of $10,900,417. This construction contract was discussed at the Long-Range Planning Committee on June 9, 2022 and recommended for approval.

BACKGROUND: The U.S. Army Corps of Engineers (USACE) awarded a construction contract to complete a phase of the Corpus Christi Ship Channel Improvement Project (CIP) to increase the channel depth from -47 feet (MLLW) to -54 feet MLLW within the port's Inner Harbor. Oil Dock 1, which is located west of the existing Harbor Bridge on the north side of the Inner Harbor, needs improvements and repairs should the PCCA proceed with deepening the existing berth to match the -54-foot Mean Lower Low Water dredge depth of the ongoing Corpus Christi Ship Channel Improvement Project, with the anticipation of larger class vessels fully loaded to be berthed at Oil Dock 1 for the long-term future.

Although dredging the slip is not included in the currently recommended construction contract for structural repairs and upgrades, the PCCA does have the ability to complete slip dredging through the PCCA's indefinite delivery/indefinite quantity contract for maintenance and new work dredging in the future.

In January 2021, the Port Commission approved a service order with Lanier in the amount of $806,000 for engineering services associated with this endeavor, and an amendment to this service order to add administration support services during construction is included on this month's Consent Agenda.

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

- **Base Bid:** includes the demolition of existing barge and ship breasting structures and associated walkways, modifications to the dock platform and mooring structures, construction of new breasting structures, walkways with lights, a new mooring structure, and performing maintenance repairs to various structures, dock house, and shoreline drainage.

- **Additive Bid Item 1:** Adjustment of date to begin USACE Permit required work. Cost to extend period of time between Notice to Proceed and the USACE permit required work which includes installation of pile supported structures (i.e. setting/driving monopiles, pipe piles, or sheet piles) and/or demolition of the existing waterside structures where the mudline is disturbed. This item can be utilized for up to four (4), thirty (30) day calendar extensions.

- **Additive Bid Item 2:** Standby Charges – Non-Permit-Required Work. Standby charges to be paid to the Contractor if and when dock utilization and cargo transfer prevents the Contractor from working twelve (12) calendar days per month prior to the issuance of the Notice to Proceed with Permit-Required Work.

- **Additive Bid Item 3:** Standby Charges – Permit-Required Work. Standby charges to be paid to the Contractor if and when dock utilization and cargo transfer prevents the Contractor from working sixteen (16) calendar days for the five-month period after the issuance of the Notice to Proceed with Permit-Required Work.

- **Additive Bid Item 4:** Provide air bubble curtains for pile driving during the installation of the large diameter piles should the USACE permit require their use.

- **Additive Bid Item 5:** Provide new tower gangway system and all related equipment, including design, construction, fabrication, pre-shipment testing, shipping and delivery, installation, including electrical work connections, training, spare parts and a three-year warranty.

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

On June 3, 2022, we received four responses to our Notice to Bidders. Russell Marine, LLC provided the lowest and best Evaluated Bid in the amount of $10,900,417. Russell Marine's bid consisted of $9,480,417 for the Base Bid, $35,000 for Additive Bid Item 1, $5,000 for Additive Bid Item 2, $15,000 for Additive Bid Item 3, $125,000 for Additive Bid Item 4, and $955,000 for Additive Bid Item 5.

Russell Marine, LLC has successfully completed projects for the PCCA in the past, such as the Bulk Dock 1 west trestle beam repairs, construction of Oil Dock 15 and the Oil Dock 12 Barge Breasting Structure Upgrades project.

The construction contract duration is 270 calendar days.

ALTERNATIVES: None.

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

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in the 2022 budget.

STAFF RECOMMENDATION: Staff recommends award of a construction contract to Russell Marine, LLC in the amount of $10,900,417 for structural repairs and upgrades to Oil Dock 1, consisting of the Base Bid in the amount of $9,480,417, Additive Bid Item 4 in the amount of $125,000, and Additive Bid Item 5 in the amount of $955,000.

Staff also recommends acceptance of the following Additive Bid Items – Additive Bid Item 1 at a unit cost of $35,000 per each 30 calendar day extension for up to four extensions ($140,000); Additive Bid Item 2 at the unit price amount of $5,000 a day for up to 10 days ($50,000); and Additive Bid Item 3 at a unit cost rate of $15,000 a day for up to 10 days ($150,000). Additive Bid Items 1, 2, and 3 will require PCCA approval prior to use and expenditure of funds.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Maria Rivas
	Sonya Lopez-Sosa
	Jacob Morales
Legal	Standard construction contract
Executive Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton
	Jeff Pollack

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Bid Results

BID RESULTS FOR
Oil Dock 1 Structural Repairs and Upgrades
Project No. 20-042A
Bid Opening: Friday, June 3, 2022 @ 3:00 PM CST

Company Name	Bid Bond or Check	Base Bid[A]	Additive Bid Item 1[B]	Additive Bid Item 2[C]	Additive Bid Item 3[D]	Additive Bid Item 4[E]	Additive Bid Item 5[F]	Evaluated Bid	Addendum #1	#2	#3	#4	#5	#6
Russell Marine LLC	5%	$9,480,417.00	$35,000.00	$5,000.00	$15,000.00	$125,000.00	$955,000.00	$10,900,417.00	x	x	x	x	x	x
Callan Marine	5%	$ 9,665,792.00	$7,500.00	$6,000.00	$15,000.00	$150,000.00	$1,000,000.00	$11,055,792.00	x	x	x	x	x	x
J.M Davidson LTD.	5%	$9,997,755.00	$45,000.00	$6,000.00	$12,000.00	$50,000.00	$980,002.00	$11,387,757.00	x	x	x	x	x	x
Orion	5%	$16,011,406.00	$127,500.00	$17,925.00	$75,000.00	$11,000.00	$799,950.00	$18,261,606.00	x	x	x	x	x	x

Project to be complete within two hundred seventy (270) calendar days of the date of said Notice to Proceed.

[A] **BASE BID**: Includes demolition of existing barge and ship breasting structures and associated walkways, modifications to the dock platform and mooring structures, construction of new breasting structures, walkways with lights, a new mooring structure, and new gangway support and system, and performing maintenance repairs to various structures, dock house, and shoreline drainage.

[B] **ADDITIVE BID ITEM 1:** Adjustment of date to begin USACE Permit Required Work. Cost to extend period of time between Notice to Proceed and the date to begin Permit-Required Work, as stated in Section 1.04, Scheduling Constraints of the Special Conditions, by an additional 30 calendar days after PCCA's receipt of all documentation required to issue Notice to Proceed with Permit-Required Work. Additive Bid Item 1 can be utilized for up to four (4), thrity (30) day calendar extension.

[C] **ADDITIVE BID ITEM 2:** Standby Charges - Non-Permit-Required Work. Standby charges will be paid to the Contractor if and when dock utilization and cargo transfer prevents the Contractor from working twelve (12) calendar days per month prior to the issuance of the Notice to Proceed with Permit-Required Work (refer to Special Conditions, Section 1.04).

[D] **ADDITIVE BID ITEM 3:** Standby Charges - Permit-Required Work. Standby charges will be paid to the Contractor if and when dock utilization and cargo transfer prevents the Contractor from working sixteen (16) calendar days per month for the five-month period after the issuance of the Notice to Proceed with Permit-Required Work (refer to Special Conditions, Section 1.04).

[E] **ADDITIVE BID ITEM 4:** Provide air bubble curtains for pile driving during the installation of the large diameter piles should the USACE permit require their use.

[F] **ADDITIVE BID ITEM 5:** Provide new tower gangway system and all related equipment per Section 35 59 53 MARINE GANGWAY. Cost to include design, construction, fabrication, pre-shipment testing, shipping and delivery FOB (including taxes and duties), installation, including electrical work connections, training, spare parts and three (3) year warranty as specified in above referenced technical specification.

EVALUATED BID: Base Bid + Additive Bid Item 1 + Additive Bid Item 2 + Additive Bid Item 3 + Additive Bid Item 4 + Additive Bid Item 5 = Total Evaluated Bid.

Read by: Lynn Angerstein
Tabulated by: Lucy Betancourt
Checked and Prepared by: Lucy Betancourt
Date: 6/3/2022

Oil Dock 1

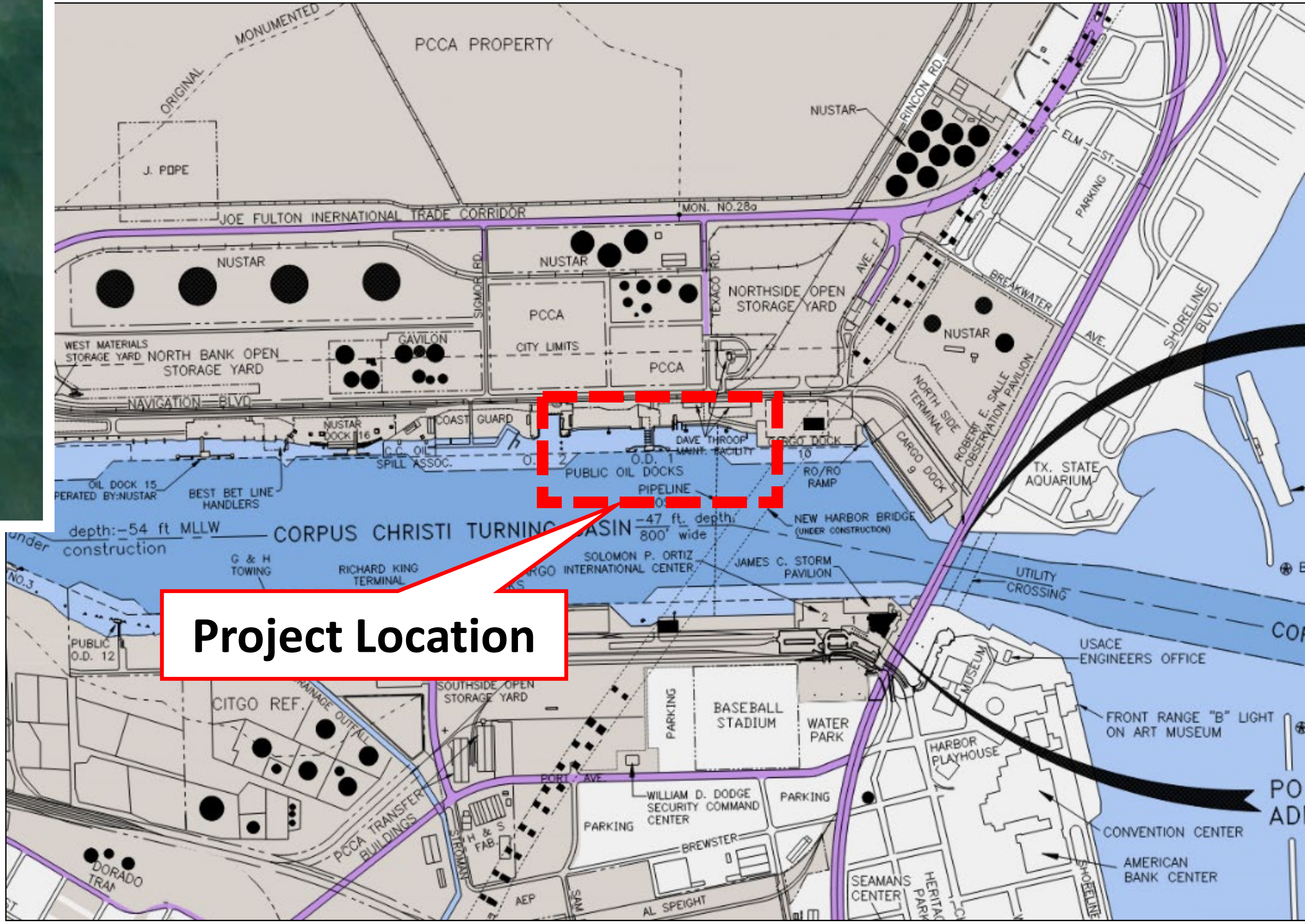
Structural Repairs and Upgrades

Commission Meeting
June 14, 2022
By Natasha Fudge, P.E.

Presented by PORT CORPUS CHRISTI® ENGINEERING SERVICES

Project Location

OD1 Structural Repairs & Upgrades



Project Background

OD1 Structural Repairs & Upgrades

Project History

Oil Dock 1 needs improvements and repairs should the PCCA proceed with deepening the existing berth to match the -54-foot Mean Lower Low Water dredge depth of the ongoing Corpus Christi Ship Channel Improvement Project.

1980: Original dock construction
2003: Added barge access platform and stairs
2007: Breasting structure improvements, add'l outer structures

Current dredge depth: -45-ft MLLW

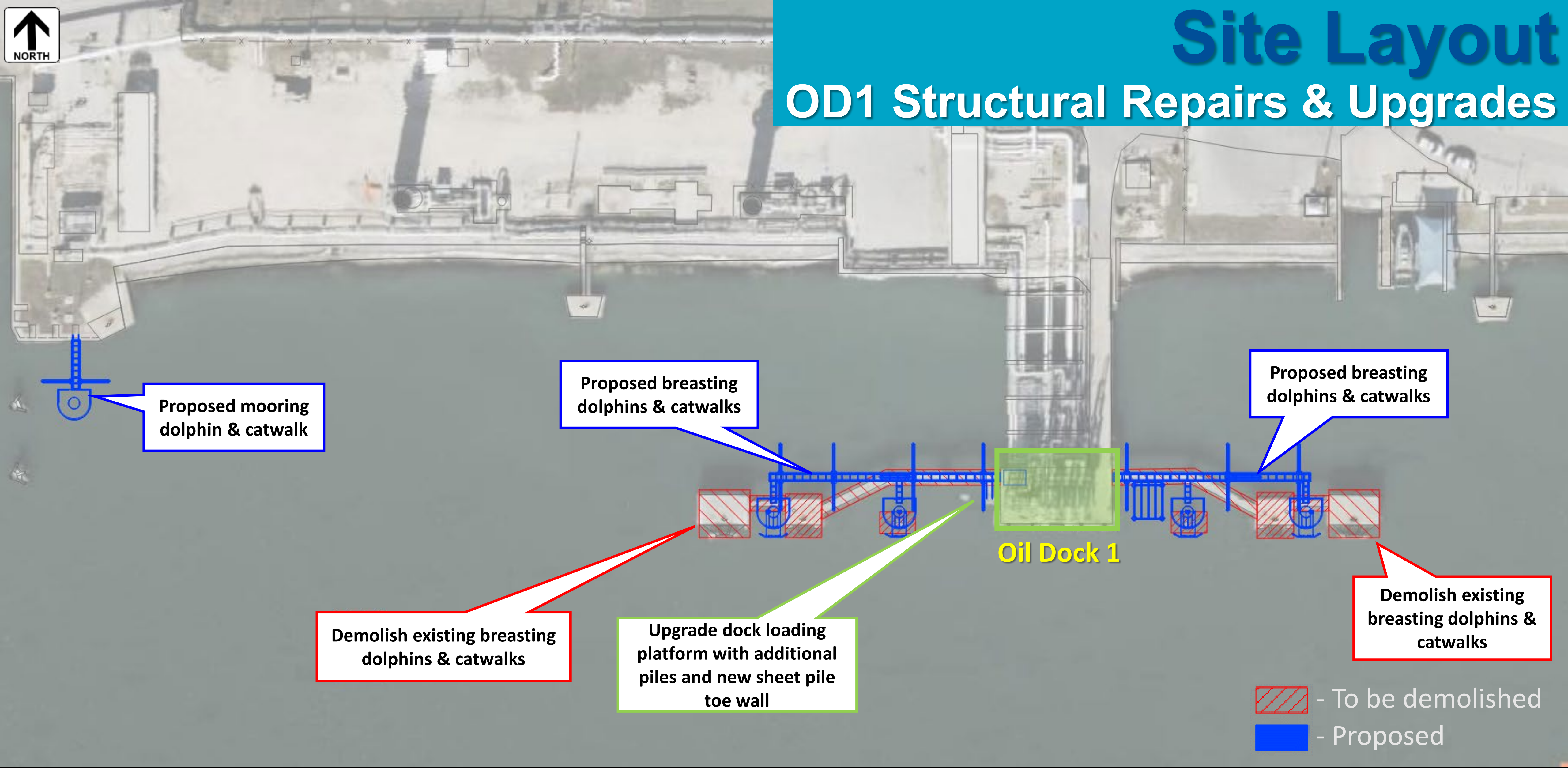
Project Objective

- Improve and repair existing structures
- Deepen existing berth to match Channel Improvement Project *(berth dredging under separate contract)*
- Anticipate larger ships
  up to 54-ft draft, average Suezmax fully loaded
- Coordination with stakeholders

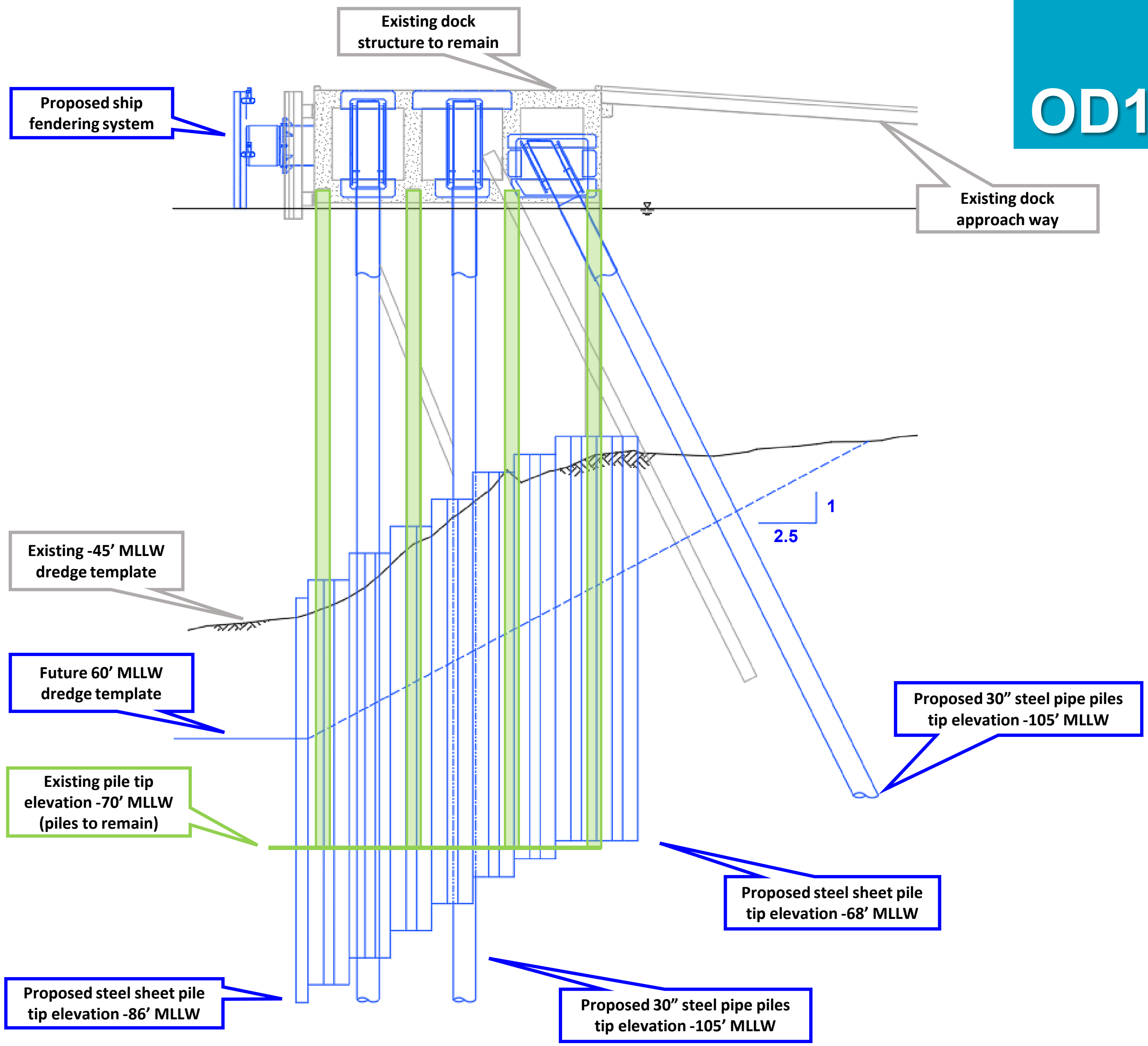
Waterside view of breasting structure

Site Layout

OD1 Structural Repairs & Upgrades



Dock Cross Section
OD1 Structural Repairs & Upgrades



Why is the project needed?

- Insufficient dock strength and supporting pile depth to accommodate deeper berth, and larger and deeper draft vessels

Project Schedule

- Bids opened June 3, 2022, four bidders
- Anticipated June Commission award
- Presented to Long-Range Planning committee June 9

Bid Summary

OD1 Structural Repairs & Upgrades

Company Name	Bid Bond or Check	Base Bid[A]	Additive Bid Item 1[B]	Additive Bid Item 2[C]	Additive Bid Item 3[D]	Additive Bid Item 4[E]	Additive Bid Item 5[F]	Evaluated Bid
Russell Marine LLC	5%	$9,480,417.00	$35,000.00	$5,000.00	$15,000.00	$125,000.00	$955,000.00	$10,900,417.00
Callan Marine	5%	$ 9,665,792.00	$7,500.00	$6,000.00	$15,000.00	$150,000.00	$1,000,000.00	$11,055,792.00
J.M Davidson LTD.	5%	$9,997,755.00	$45,000.00	$6,000.00	$12,000.00	$50,000.00	$980,002.00	$11,387,757.00
Orion	5%	$16,011,406.00	$127,500.00	$17,925.00	$75,000.00	$11,000.00	$799,950.00	$18,261,606.00

Apparent lowest bidder

- Russell Marine, LLC

Evaluated Bid Formula

		Russell Marine - Bid Amounts
Base Bid amount		$ 9,480,417
4 x Additive Bid Item 1 cost for 30 days	35,000	140,000
10 x Additive Bid Item 2 cost per day	5,000	50,000
10 x Additive Bid Item 3 cost per day	15,000	150,000
1 x Additive Bid Item 4 amount		125,000
1 x Additive Bid Item 5 amount		955,000
TOTAL EVALUATED BID AMOUNT		$ 10,900,417

Base Bid – demolition of existing barge and ship breasting structures and associated walkways, modifications to the dock platform and mooring structures, construction of new breasting structures, walkways with lights, a new mooring structure, and performing maintenance repairs to various structures, dock house, and shoreline drainage.

Additive Bid Item 1 – Adjustment of date to begin USACE Permit Required Work by an additional 30 calendar days after issuance of Notice to Proceed; can be utilized for up to four (4), thirty (30) day calendar extensions.

Additive Bid Item 2 – Standby Charges – Non-Permit-Required Work. Will be paid to the Contractor if and when dock utilization and cargo transfer prevents the Contractor from working twelve (12) calendar days per month.

Additive Bid Item 3 – Standby Charges – Permit-Required Work. Will be paid to the Contractor if and when dock utilization and cargo transfer prevents the Contractor from working sixteen (16) calendar days per month.

Additive Bid Item 4 – Provide air bubble curtains for pile driving during the installation of the large diameter piles should the USACE permit require their use.

Additive Bid Item 5 – Provide new tower gangway system and all related equipment. Cost to include design, construction, fabrication, pre-shipment testing, shipping, and delivery, installation, including electrical work connections, training, spare parts and three (3) year warranty as specified in above referenced technical specification.

Construction Schedule

- Anticipated June Commission award
- 270 day construction contract
- Construction anticipated to be finished March 2023

Financial Summary

OD1 Structural Repairs & Upgrades

Financial Information

Engineering – Evaluation, Conceptual Design, Final Design, Bid Phase Original Service Order	**Lanier & Associates**	**$ 806,000**
Engineering – Construction Phase Services Service Order Amendment No. 1 *(On June Commission Agenda)*	**Lanier & Associates**	**$ 126,000** *(proposed)*
Dock Construction Costs - *(On June Commission Agenda)*	**Russell Marine** *(Apparent lowest bidder)*	**$ 10,900,417** *(recommended)*
Estimated Total Amount		**$ 11,107,017**
Future costs: Slip Dredging - *(Q4 2023/Q1 2024)*	**PCCA IDIQ dredging program**	*TBD*

Thank you.

Questions / Concerns?

PORT CORPUS CHRISTI®

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 14, 2022

DATE: June 14, 2022

TO: Port Commission

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

Approval for staff to apply for $6 million through United States Department of Energy (USDOE) Carbon Storage Assurance Facility Enterprise (CarbonSAFE) Phase II – Storage Complex Feasibility program.

SUMMARY: Per a recommendation by the Long-range Planning Committee on June 9, 2022, Staff is seeking Commission approval to apply for **$6 million** through the United States Department of Energy (DOE) Carbon Storage Assurance Facility Enterprise (CarbonSAFE) Phase II – Storage Complex Feasibility program.

PCC, with our partners at Howard Energy Partners and Talos Energy, are seeking the maximum award allowed for this opportunity to advance permanent geologic storage of captured carbon dioxide (CO2). These grant funds—Phase II in the federal funding sequence for CCS deployment—will support geologic data collection, subsurface modeling, and risk assessment to advance permitting and deployment of carbon sequestration in Port-owned pore space.

This opportunity will not require any non-reimbursable direct expenditure by PCC. If awarded, the initial financial outlay will come from PCC with full reimbursement from DOE. Howard and Talos will furnish (minimum $750K each) the requisite match by funding project activities above and beyond the tasks funded by DOE. PCC will administer the grant.

BACKGROUND:

The team comprising Howard Energy and Talos Energy has a lease option on a portion of PCC-owned pore space. To proceed with a proposed carbon storage project funded under this opportunity, the team must gather and analyze geotechnical data to assess the efficacy of a proposed underground carbon storage complex. Likewise, the team must evaluate the contractual and regulatory requirements and develop plans to satisfy them and conduct risk assessment, monitoring, and public engagement. This funding opportunity also requires that projects complete a rigorous feasibility study for both technical and economic viability.

If awarded, this grant will accelerate required analytics for this effort and enable the project to advance to CarbonSAFE Phase III, which could fund additional site characterization and permitting of UIC Class VI permitting.

<u>ALTERNATIVES</u>: Forego the grant opportunity.

<u>CONFORMITY TO PORT POLICY</u>: This project conforms to Strategic Goal #5 (Fund Our Vision) and Strategic Goal #3 (Provide Facilities + Services to Meet Customer Needs).

<u>EMERGENCY</u>: Time-sensitive, as grant applications must be submitted on **July 5, 2022**.

<u>FINANCIAL IMPACT</u>: This opportunity will not require any non-reimbursable direct expenditure by PCC. If awarded, the initial financial outlay will come from PCC with full reimbursement from DOE. Howard and Talos will furnish (minimum $750K each) the requisite match by funding project activities above and beyond the tasks funded by DOE. PCC will administer the grant.

<u>STAFF RECOMMENDATION</u>: Staff recommends Commission approval to apply for **$6 million** through the United States Department of Energy (DOE) Carbon Storage Assurance Facility Enterprise (CarbonSAFE) Phase II – Storage Complex Feasibility program.

<u>DEPARTMENTAL CLEARANCES</u>:

Originating Department	Planning
Reviewed & Approved	Jeffery Pollack
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton
	Sean Strawbridge

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 14, 2022

DATE: June 14, 2022

TO: Port Commission

FROM: Sam Esquivel, Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve a Franchise Agreement with Citgo Refining and Chemicals Company L.P., for CITGO Oil Docks 1, 2, 3 and 7 and CITGO Barge Dock 6, Nueces County, Texas.

SUMMARY: Citgo Refining and Chemicals Company L.P., (Citgo) has requested the renewal of a Franchise Agreement with the Port of Corpus Christi Authority (PCCA) for the right to cross the south bulkhead line of the Corpus Christi Ship Channel from Citgo's property adjacent to the channel and related rights for Citgo Oil Docks 1 & 2 located on the Industrial Canal, Citgo Oil Dock 3 & Barge Dock 6 located at Tule Lake Channel and Turning Basin, and Citgo Oil Dock 7 located at Avery Point Turning Basin and the Industrial Canal, as depicted in the attached memo exhibit. The franchise is for all purposes necessary in connection with the use and operation of the docks and wharves constructed on Citgo's land and reasonably related to shipping property or commodities by water to, from, or across the Citgo docks. Upon approval of the Port Commission, the Franchise Agreement will be granted on June 14, 2022, and shall end October 31, 2051. Citgo must file written acceptance of the Franchise Agreement with PCCA within 30 days after the grant date.

On September 15, 2020, the franchise agreements for Citgo Oil Docks 1 & 2, Citgo Oil Dock 3 and Barge Dock 6 Franchise and Citgo Oil Dock 7 Franchise collectively referred to as the (Citgo Franchises) were extended to October 20, 2021. Subsequently on November 16, 2021, PCCA approved the Second Franchise Extension Agreement to extend the term of the Citgo franchises to June 30, 2022. The extensions provided time for PCCA staff and Citgo to negotiate a long-term consolidated franchise agreement.

BACKGROUND: On December 13, 2011, PCCA approved the following franchise agreements with Citgo for the following docks, as per the terms of underlying Mutual Conveyances.

Citgo Oil Docks 1 & 2 franchise agreement is located on Citgo's 35.86 acres out of 43.08 acres of land and is subject to that certain Mutual Conveyance dated November 24, 1933, by and between the Nueces County Navigation District No. 1 and H. G. Sherman, S. Gugenheim, Mrs. Anna Cohn, and Joseph A. Cohn and recorded in Volume 210, Page 18, Deed Records of Nueces County, Texas.

Citgo Oil Dock 3 and Barge Dock 6 franchise agreement is on Citgo's 12.325 acres of land and being 0.168 acres out of Tract Three and 12.157 acres out of Tract Four is subject to that certain Mutual Conveyance dated June 8, 1959 by and between the Nueces County Navigation District No. 1 and W. Preston Pittman, Dr. McIver Furman, and T. S. Scibienski, Trustees of the Robert Driscoll and Julia Driscoll and Robert Driscoll, Jr. Foundation, et al and recorded in counterparts at Volume 868, Page 571, Volume 868, Page 604, Volume 869, Page 1, Volume 869, Page 34, Deed Records of Nueces County, Texas, as amended by that certain instrument styled "Releases and Grants of Easements for Mooring Structure and Side Slope Dredging" executed in counterparts, one of which is recorded in Volume 1654 at page 202, Deed Records of Nueces County, Texas, and as amended by that certain instrument styled "Deed Without Warranty" executed in counterparts, one of which is recorded in Volume 2334 at page 462, Deed Records of Nueces County, Texas.

Citgo Oil Dock 7 franchise agreement is located on Citgo's 40.04 acres of land out of 216.74 acres of land and is subject to the following Mutual Conveyance.

(1) Mutual Conveyance dated October 23, 1933 October 23, 1933, recorded in Volume 208, page 394, Deed Records of Nueces County, Texas, under which NCND conveyed to PPG (at the time called Southern Alkali Corporation) two tracts of submerged land, one of 134.44 acres and one of 10.0 acres, and PPG conveyed to NCND all of PPG's riparian and littoral rights pertaining to the land which was then owned by PPG fronting on Nueces Bay and pertaining to the two tracts of 134.44 acres and 10.0 acres of submerged land which were therein conveyed, as amended by agreement between NCND and PPG dated March 22, 1977, recorded in Volume 1602, page 549, Deed Records of Nueces County, Texas; and

(2) Mutual Conveyance dated September 18, 1947 recorded in Volume 394, Page 564, Deed Records of Nueces County, Texas, under which NCND conveyed to PPG (at the time called Southern Alkali Corporation) a tract of 74.28 acres of submerged land and PPG conveyed to NCND a tract of 2.41 acres of land and all of PPG' s riparian and littoral rights pertaining to the 74.28 acre tract of land which was therein conveyed, as amended by agreement between NCND and PPG dated March 22, 1977, recorded in Volume 1602, page 549, Deed Records of Nueces County, Texas.

As an expressed condition of the mutual conveyances, upon request by the upland owner, the PCCA is obligated to grant the upland owner the right of access to and use of said channel over the said bulkhead line, subject to reasonable regulations as to construction and use, reasonable conditions for the protection of PCCA, its property, and the property of its tenants, and reasonable rentals.

ALTERNATIVES: None. Pursuant to the terms of the underlying Mutual Conveyances the PCCA cannot deny the request of Franchise Agreement or permit to cross the bulkhead line.

CONFORMITY TO PORT POLICY: This franchise agreement is consistent with the PCCA Strategic Plan 2023: Strategic Goal #3 – Provide facilities and services to meet customer needs.

EMERGENCY: N/A

FINANCIAL IMPACT: Per the terms of the underlying Mutual Conveyances, Citgo is subject to 50% of the then current tariff wharfage rate under the PCCA's Tariff 200 for cargo crossing the bulkhead line.

STAFF RECOMMENDATION: Approve the renewal of the Franchise Agreement with Citgo Refining and Chemicals Company L.P., for CITGO Oil Docks 1, 2, 3 and 7 and CITGO Barge Dock 6

DEPARTMENTAL CLEARANCES:

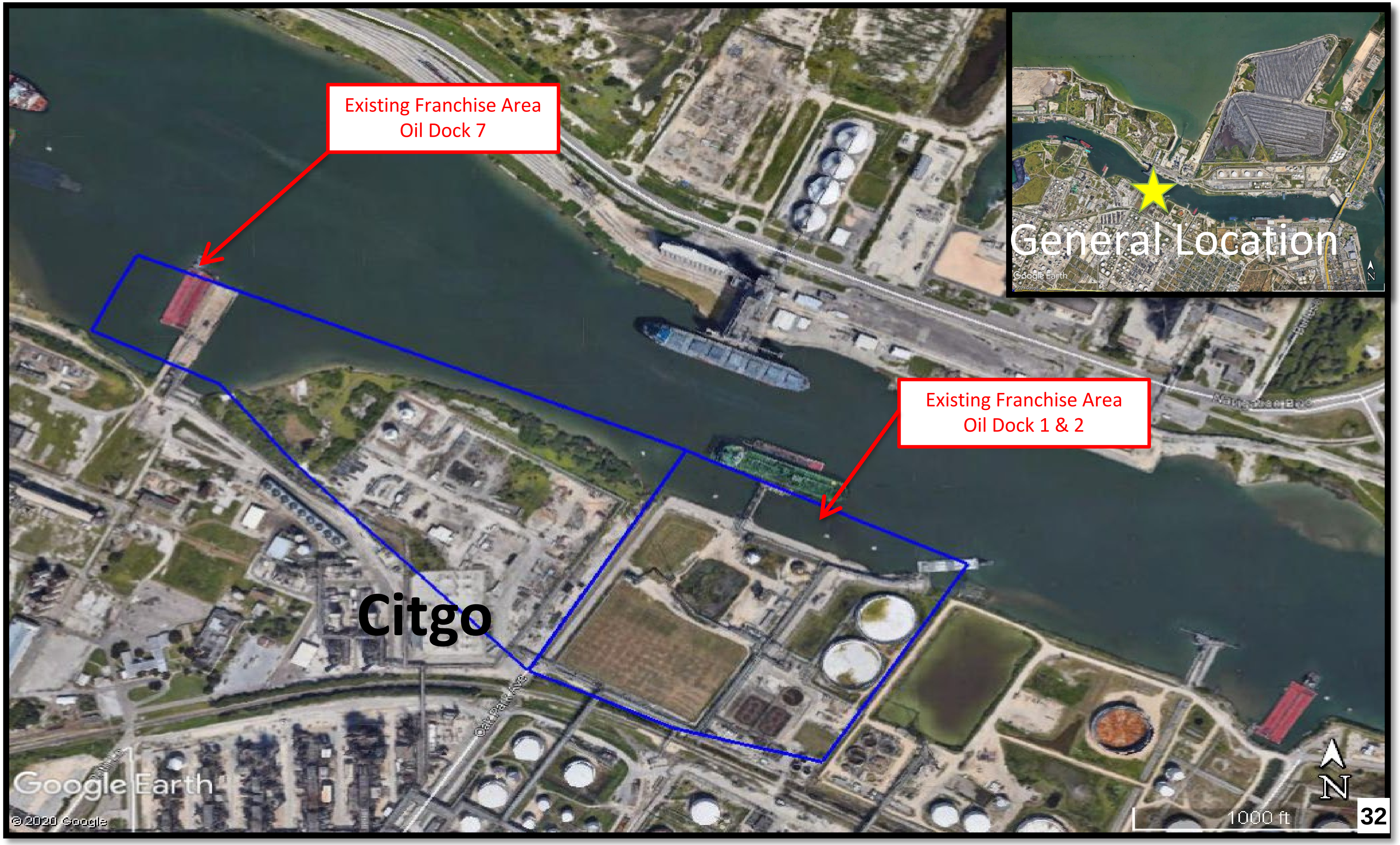
Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel
Legal	Jimmy Welder
Executive Staff	Sean Strawbridge Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Franchise Agreement

Approve a Franchise Agreement with Citgo Refining and Chemicals Company L.P., for CITGO Oil Docks 1, 2, 3 and 7 and CITGO Barge Dock 6, Nueces County, Texas.

Approve a Franchise Agreement with Citgo Refining and Chemicals Company L.P., for CITGO Oil Docks 1, 2, 3 and 7 and CITGO Barge Dock 6, Nueces County, Texas.



FRANCHISE

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
TO
CITGO REFINING AND CHEMICALS COMPANY, L.P.

SECTION 1
GRANT OF ACCESS TO CHANNEL FROM GRANTEE'S LAND

(a) Subject to the terms and conditions of this franchise ("***Franchise***"), the Port of Corpus Christi Authority of Nueces County, Texas ("***Authority***"), hereby grants to CITGO Refining and Chemicals Company, L.P., a Delaware limited partnership whose business address is 1802 Nueces Bay Boulevard, Corpus Christi, Texas 78407, on behalf of itself and CITGO Petroleum Corporation, a Delaware corporation, and their respective successors and permitted assigns ("***Grantee***"), for the term specified in Section 1(e), the right of access to the Corpus Christi Ship Channel ("***Channel***") from Grantee's Land (hereinafter defined) for all purposes necessary, proper or expedient in connection with the use and operation of the docks and wharves constructed or to be constructed on Grantee's Land (individually, a "***Grantee Dock***" and collectively, the "***Grantee Docks***") and reasonably related to shipping property or commodities by water to, from, or across the Grantee Docks.

(b) For purposes of this Franchise, "***Grantee's Land***" means, collectively, the following three (3) tracts of land in Nueces County, Texas:

(i) that certain 35.86 acres of land situated in Nueces County, Texas, which is shown on the Authority's Boundary Map attached hereto as **Exhibit A-1** and incorporated herein by reference ("***Tract One***"), and being 35.86 acres of the 43.08 acres of land conveyed to H. G. Sherman, S. Gugenheim, Mrs. Anna Cohn, and Joseph A. Cohn by the Nueces County Navigation District No. 1 by that certain mutual conveyance described in Section 7(a) of this Franchise;

(ii) that certain 12.325 acres of land situated in Nueces County, Texas, which is shown on the Authority's Boundary Map attached hereto as **Exhibit A-2** and incorporated herein by reference ("***Tract Two***"), and being 0.168 acres out of Tract Three and 12.157 acres out of Tract Four of the tracts of land conveyed to W. Preston Pittman, Dr. McIver Furman, and T. S. Scibienski, Trustees of the Robert Driscoll and Julia Driscoll and Robert Driscoll, Jr. Foundation, et al, by the Nueces County Navigation District No. 1 by that certain mutual conveyance described in Section 7(b) of this Franchise; and

(iii) that certain 40.04 acres of land situated in Nueces County, Texas, which is shown on the Authority's Boundary Map attached hereto as **Exhibit A-3** and incorporated herein by reference ("***Tract Three***"), and being 40.04 acres of the 216.764 acres of land conveyed to PPG Industries, Inc., by the Nueces County Navigation District No. 1 by those certain mutual conveyances, as amended, described in Section 7(c) of this Franchise.

(c) The Authority has established the south bulkhead line of the Channel, which is the line beyond which no structure may be built, and this line as it may be changed from time to time by the Authority is referred to herein as the "***South Bulkhead Line***." The northerly boundary line of Tract One, Tract Two and Tract Three is the South Bulkhead Line. Grantee may cross the South Bulkhead Line (where it is adjacent to Tract One, Tract Two or Tract Three) to access the Channel from Grantee's Land and may operate, and continue the operation of, the Grantee Docks. Grantee may not construct any improvements on the Channel side of the South Bulkhead Line.

(d) The term of this Franchise shall begin on the Grant Date described in Section 9 of this Franchise and shall end on October 31, 2051 ("***Term***"). On the Grant Date, the common names of the Grantee Docks are as follows: CITGO Oil Docks 1, 2, 3 and 7 and CITGO Barge Dock 6.

SECTION 2
DREDGING

(a) Grantee may also cross the South Bulkhead Line established by the Authority for the Channel where the Channel is adjacent to Grantee's Land and may conduct and perform all dredging and excavation operations in, on and under the submerged lands owned by the Authority which lie between the Channel and Grantee's Land ("***Authority's Submerged Land***"), as may be necessary, proper or expedient in connection with the use of such submerged lands of the Authority as a means of access from the docks and wharves of Grantee to the Channel (each such operation being referred to herein as a "***Dredging Project***").

SECTION 3
WHARFAGE RENTALS

(a) For the rights granted to it under this Franchise, Grantee shall make a rental payment to the Authority based on all cargo loaded or unloaded at any Grantee Dock located in whole or in part on Grantee's Land in an amount equal to fifty percent (50%) of the total wharfage that would have been payable to the Authority under the Authority's Tariff 200 (or any successor tariff) had these been public docks or wharves. Grantee shall also pay to the Authority a security surcharge on each such rental payment equal to the Authority's then-current security surcharge on wharfage published in the Authority's Tariff 200 (or any successor tariff). By accepting this Franchise, Grantee agrees that the rental payable under this Section 3(a) is fair and reasonable.

(b) As required under Item 2.402 of the Authority's Tariff 200 (or any successor tariff), whenever cargo is being loaded or unloaded at a Grantee Dock, Grantee shall file or cause to be filed with the Authority's Harbormaster a general cargo wharfage statement ("***General Cargo Wharfage Statement***"). The General Cargo Wharfage Statement shall be accompanied with certified manifests and bills of lading in either printed or electronic form, showing the weight, measurements and description of all cargo loaded or unloaded at the dock. Any other data required for proper statistical information may be reasonably requested by the Authority. The General Cargo Wharfage Statement on inbound cargo must be filed not later than ten (10) consecutive days

(Saturday, Sunday and Holidays included) after arrival of the vessel. The General Cargo Wharfage Statement on outbound cargo must be filed not later than 10 (ten) consecutive days (Saturday, Sunday and Holidays included) after vessel sailing.

(c) Upon receipt of a General Cargo Wharfage Statement, the Authority shall submit a rental payment invoice to Grantee for an amount equal to the product of (i) the quantity of the cargo stated in the General Cargo Wharfage Statement, multiplied by (ii) fifty percent (50%) of the Authority's then-current tariff wharfage rate on that type of cargo. Each such rental invoice will also include an amount equal to the Authority's then-current security surcharge on wharfage and dockage, as applicable.

(d) Grantee, its successors and permitted assigns, shall keep and maintain a complete and accurate set of books and records showing all cargo loaded or unloaded at the Grantee Docks and on all vessels moored to the Grantee Docks in order that the Authority may ascertain therefrom what rentals are due to the Authority from Grantee hereunder, and such books and records shall be subject to the inspection of the Authority, its agents and attorneys, at any and all reasonable times and upon at least five (5) days' advance notice thereof to Grantee.

(e) All rental invoices are due and payable thirty (30) days after the invoice date. Any invoice remaining unpaid forty-five (45) days after the invoice date will be considered delinquent. The rental payable hereunder shall be (i) made by electronic transfer to an account to be designated by Authority, (ii) delivered to the Authority's administrative offices at 400 Harbor Drive, Corpus Christi, Texas, or such other physical address as Authority may designate from time to time, or (iii) mailed to Authority, Attention: Chief Financial Officer, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other mailing address as Authority shall designate in writing.

SECTION 4
CONDITIONS

This Franchise is granted upon the following additional terms and conditions:

(a) Prior Approval of Construction Projects on Grantee's Land Required. Grantee, its successors and assigns shall not construct any new wharf, quay, pier, bulkhead, dock, berth, slip or other similar improvement on the Grantee's Land (each, a "***Marine Construction Project***") for which a permit from the USACE is required, without Authority's prior approval of the plans for such Marine Construction Project, which approval shall not be unreasonably withheld, conditioned or delayed. Before beginning a Marine Construction Project, Grantee, its successor or assigns, shall submit a complete set of plans for such Marine Construction Project to Authority, and if Authority does not give the Grantee written approval or disapproval (with Authority's reasons for the disapproval) of such plans within thirty (30) days after its receipt of a complete set of such plans, the plans shall be deemed to have been approved by Authority. Authority may only withhold its approval of the said plans based upon Authority's good faith judgment that the Marine Construction Project, as proposed, creates or has the potential to create an unreasonable risk of harm to persons or property in the vicinity of the Marine Construction Project, or will unreasonably interfere with the navigation of vessels in the Channel. Authority will not withhold its approval of plans because of any threat of competition with Authority or its other customers which Grantee's proposed Marine Construction Project may generate.

(b) **Prior Approval of Additional Breasting or Mooring Structures.** For purposes of this Section 4(b), an "***Improvement Project***" means the construction of any improvements on the Grantee's Land, such as new breasting structures or mooring structures. "Improvement Project" shall not mean maintenance, repair, or replacement of existing structures due to ordinary wear and tear, or damage of any kind. Grantee, its successors and assigns, shall not commence an Improvement Project without the Authority's prior approval of the plans for such Improvement Project, which approval shall not be unreasonably withheld, conditioned or delayed. Before beginning an Improvement Project, Grantee, its successor or assigns, shall submit a complete set of plans for such Improvement Project to Authority, and if the Authority does not give the Grantee written approval or disapproval (with Authority's reasons for the disapproval) of such plans within thirty (30) days after its receipt of a complete set of such plans, the plans shall be deemed to have been approved by Authority. Authority may only withhold its approval of the said plans based upon Authority's good faith judgment that the Improvement Project, as proposed, creates or has the potential to create an unreasonable risk of harm to persons or property in the vicinity of the Improvement Project, or will unreasonably interfere with the navigation of vessels in the Channel or in waters adjacent to the Improvement Project. All approved Improvement Projects shall be done promptly and in a good and workmanlike manner and in compliance with applicable laws. Authority will not withhold its approval of plans because of any threat of competition with Authority or its other customers which Grantee's proposed Improvement Project may generate.

(c) **Plans and Permits.** To facilitate the Authority's review of the plans for a Marine Construction Project, Dredging Project, or Improvement Project, Grantee shall submit two (2) sets of formal plans that clearly define the project. The drawings must be prepared in a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. In addition, a detailed site plan (minimum 1" = 50' scale) depicting the location of the project site, adjacent docking facilities, property lines, franchise lines, federal channels, bulkhead lines, existing channel depth elevations, etc., must be included with the formal plans submitted. The site plan for a Dredging Project must clearly show the bottom of cut line and top of slope line of the planned dredging. Copies of all permits for work in navigable waters issued to Grantee by the USACE or other federal, state, or other governmental agency must be filed with Authority. Authority's review of or comment on the plans for a project may never be construed as representing or implying that Grantee's designs, site plans, plans, specifications or other matters will, if followed, result in the structure(s) or berths being properly-designed.

(d) **New Berths.** Upon completion of a new berth on the Authority's Submerged Land or on Grantee's Land, Grantee will maintain operating procedures which ensure that vessels in any such berth will not strike bottom due to the lowering of the water level from passing vessels. Within sixty (60) days after the completion of a new berth on the Authority's Submerged Land or on Grantee's Land, Grantee will provide Authority with one set of as-built or record drawings of the new berth on a standard engineering format (24" x 36" drawings) and in an electronic file format acceptable to the Authority.

(e) **Environmental Rules and Regulations**. Grantee shall take all reasonable precautions to prevent the pollution of the water over the Authority's Submerged Land and in the Channel from Grantee's usage of a Grantee Dock and shall faithfully observe all regulations adopted by the Authority to prevent the discharge of pollutants into the water over the Authority's Submerged Land and in the Channel. Grantee shall also comply with all federal and state laws and regulations and municipal ordinances relating to maintaining water quality in the Channel and will file with the Authority copies of all permits received by Grantee relating to water quality to the extent relating to its activities hereunder.

(f) **Railways**. Grantee will not for itself or for others, except with the consent of the Authority, build or operate a railway terminal on Grantee's Land for use in connection with the exercise of the rights granted by this Franchise; provided, however, that Grantee may build or use spur railroad tracks in connection with its business and the exercise of its rights under this Franchise. Any tracks constructed by Grantee shall be used for switching or loading tracks for the convenience of Grantee for handling its cargo.

(g) **Compliance**. Grantee shall perform all construction or work described in this Section 4 in conformity with applicable building codes and all applicable federal, state and other governmental laws and regulations; and Grantee must comply with any applicable provisions of NFPA 307, *Standard for the Construction and Fire Protection of Marine Terminals, Piers, and Wharves*, published by the National Fire Protection Association, as the same may be amended, supplemented or superseded.

(h) **Rules and Regulations**. This Franchise shall be subject to such reasonable rules and regulations as the Authority presently has in effect or may invoke in the future which apply to all individuals or entities holding similar Franchises granted by the Authority.

(i) **Subject to other Easements**. The rights of Grantee hereunder shall be subject to all easements of every kind heretofore granted by the Authority and to the right of the Authority to dredge, and to grant easements to the United States and other governmental agencies to dredge, north of the South Bulkhead Line.

SECTION 5
INDEMNITY

Grantee shall defend, indemnify and hold harmless Authority from and against all expense and liability for, and resulting from, the sole, joint, concurrent, or comparative negligence of Grantee, its agents or employees (collectively, "Grantee Parties"), in connection with the exercise by Grantee of the rights and privileges granted herein (each an "Indemnified Claim"); provided, however, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence of the Grantee Parties and the Authority, then Grantee's obligation to the Authority shall only extend to the percentage of the total responsibility of the Grantee Parties in contributing to such Indemnified Claim.

SECTION 6
DEFAULT

In the event of default of Grantee in the performance of any of the terms and conditions herein stipulated to be done by it, or required of it under any valid law, rule or regulation of the government of the United States of America or the State of Texas, and in event such default is not cured or is not in the process of being cured in a reasonably diligent manner within sixty (60) days after the Authority has sent a written notice by registered or certified mail to Grantee at its address in Section 10(d), advising it of the nature and extent of such default, this Franchise shall be subject to forfeiture at the instance of the Authority by suit in a State District Court located in Nueces County, Texas.

SECTION 7
NO EFFECT ON MUTUAL CONVEYANCES

(a) The rights and privileges of Grantee arising out of that certain mutual conveyance dated November 24, 1933, of record at pages 18 through 21 of Volume 210, Deed Records of Nueces County, Texas, between the Nueces County Navigation District No. 1, on the one hand, and H. G. Sherman, S Gugenheim, Mrs. Anna Cohn, and Joseph A. Cohn, on the other hand are expressly recognized and confirmed, and are in no wise lessened or diminished by the granting of this Franchise and its acceptance by Grantee or by any surrender, cancellation or forfeiture of the same.

(b) The rights and privileges of Grantee arising out of that certain mutual conveyance dated June 8, 1959, of record in four counterparts at pages 571 and 604 of Volume 868 and pages 1 and 34 of Volume 869, Deed Records of Nueces County, Texas, between the Nueces County Navigation District No. 1, on the one hand, and W. Preston Pittman, Dr. McIver Furman, and T. S. Scibienski, Trustees of the Robert Driscoll and Julia Driscoll and Robert Driscoll, Jr. Foundation, et al, on the other hand, as amended by that certain instrument styled "Releases and Grants of Easements for Mooring Structure and Side Slope Dredging" executed in counterparts, one of which is recorded in Volume 1654 at page 202, Deed Records of Nueces County, Texas, and as amended by that certain instrument styled "Deed Without Warranty" executed in counterparts, one of which is recorded in Volume 2334 at page 462, Deed Records of Nueces County, Texas, are expressly recognized and confirmed, and are in no wise lessened or diminished by the granting of this Franchise and its acceptance by Grantee or by any surrender, cancellation or forfeiture of the same.

(c) The rights and privileges of Grantee arising out of the following mutual conveyances, as amended, between the Nueces County Navigation District No. 1 ("***NCND***") and PPG Industries, Inc., formerly called Southern Alkali Corporation ("***PPG***"), are expressly recognized and confirmed, and are in no wise lessened or diminished by the granting of this Franchise and its acceptance by Grantee or by any surrender, cancellation or forfeiture of the same:

(1) that certain mutual conveyance dated October 23, 1933, recorded in Volume 208, page 394, Deed Records of Nueces County, Texas, under which NCND conveyed to PPG (at the time called Southern Alkali Corporation) two tracts of submerged land, one of

134.44 acres and one of 10.0 acres, and PPG conveyed to NCND all of PPG's riparian and littoral rights pertaining to the land which was then owned by PPG fronting on Nueces Bay and pertaining to the two tracts of 134.44 acres and 10.0 acres of submerged land which were therein conveyed, as amended by agreement between NCND and PPG dated March 22, 1977, recorded in Volume 1602, page 549, Deed Records of Nueces County, Texas; and

(2) that certain mutual conveyance dated September 18, 1947, recorded in Volume 394, page 564, Deed Records of Nueces County, Texas, under which NCND conveyed to PPG (at the time called Southern Alkali Corporation) a tract of 74.28 acres of submerged land and PPG conveyed to NCND a tract of 2.41 acres of land and all of PPG's riparian and littoral rights pertaining to the 74.28 acre tract of land which was therein conveyed, as amended by agreement between NCND and PPG dated March 22, 1977, recorded in Volume 1602, page 549, Deed Records of Nueces County, Texas.

SECTION 8
ASSIGNMENT

(a) Grantee may, with the prior written consent of the Authority, which consent shall not be unreasonably withheld, assign Grantee's rights and obligations under this Franchise, in whole or in part, to any individual or business entity that leases or otherwise has the right to use Grantee's Land, but Grantee shall not be released thereby from its obligations and duties hereunder.

(b) Grantee may, with the prior written consent of the Authority, which consent shall not be unreasonably withheld, assign this Franchise to any individual or business entity that purchases or otherwise acquires title to all of the Grantee's Land. Any such assignee of this Franchise, shall file written evidence of such assignment and of assignee's acceptance of the same in the office of the Authority. If Grantee assigns this Franchise in accordance with the terms and conditions of this paragraph, Grantee shall be released from any further obligations and duties hereunder only insofar as such obligations and duties arise from and after the effective date of such assignment, it being specifically understood that any such assignment shall not have the effect of releasing Grantee from any obligations or duties hereunder which may have accrued at any time prior to the effective date of such assignment.

(c) If Grantee sells, assigns, or transfers title to only a portion of the Grantee's Land (the "***Transferred Land***"), this Franchise shall automatically terminate with respect to the Transferred Land, and the new owner thereof shall not have the right to access the Channel from the Transferred Land until such time as the new owner has received a new permit or Franchise from the Authority for such purpose in accordance with the terms of the mutual conveyance or mutual conveyances described in Section 7 of this Franchise that apply to the Transferred Land.

(d) Grantee shall have the right to convey this Franchise in its entirety by mortgage, deed of trust or any other security instrument. If Grantee shall be in default of any of the covenants or conditions of this Franchise, the holder of the mortgage, deed of trust or other security instrument may, before forfeiture is invoked by the Authority, make any and all payments and do and perform any and all acts or things which may be necessary to prevent a forfeiture of this Franchise and the party making such payments or performing such acts or things shall thereby be subrogated to all rights of the Grantee under this Franchise. The Authority agrees that if the holder of any mortgage, deed of trust or other security instrument delivers a copy of such instrument to the Authority, together with the address to which it desires notices to be sent, the Authority will send to the holder at the address specified copies of all written notices to be served on Grantee under and pursuant to the terms of this Franchise. It is understood that the mortgagee, trustee and beneficiary of any security instrument shall in no way be liable to the Authority for any payments or for the performance of any other covenants and conditions of this Franchise until such time as it shall acquire by assignment or conveyance from Grantee or by foreclosure or other proceedings provided by law or by the terms of the security instrument all the right, title and interest of Grantee under this Franchise; provided, however, that any party who shall acquire said right, title and interest of Grantee, as above provided, shall thereby become liable for all payments and the performance of all other covenants and conditions theretofore and thereafter required to be made by Grantee under the Franchise, as fully and to the same extent as if Grantee itself would have been if it still had retained its right, title and interest hereunder.

SECTION 9
PASSAGE AND ACCEPTANCE

A majority of the Authority's Port Commissioners voted to grant this Franchise at a duly called meeting of the Port Commission held on June 14, 2022 (the "***Grant Date***"). Notice of this Franchise was published at Grantee's expense once a week for three consecutive weeks before the Grant Date in a daily newspaper of general circulation within the Authority's boundaries. The notice contained a descriptive caption stating the purpose of the Franchise and the location at which a complete copy of the Franchise in all material respects could be obtained. Grantee must file its written acceptance of this Franchise with the Authority within thirty (30) days after the Grant Date (the "***Filing Deadline***") by delivering a duly executed and acknowledged copy of the Grantee's Acceptance Page to the Authority's Chief Financial Officer on or before the Filing Deadline.

SECTION 10
MISCELLANEOUS

(a) **Attorneys' Fees.** In any action or proceeding brought to enforce or interpret any provision of this Franchise, or where any provision hereof is validly asserted as a defense, the Authority and Grantee shall each bear its own attorneys' fees.

(b) **Force Majeure.** Whenever this Franchise sets a time period for the Authority or Grantee to act, the party required to perform the act will not be liable to the other party, and the computation of the time period will exclude any delays due to any cause or causes beyond the control of such party, including but not limited to acts of God, fires, storms, hurricanes, floods, wars (whether or not affecting the United States of America), service interruptions involving a pipeline, rebellions, insurrections, riots, explosions, strikes, lockouts, vandalism, criminal acts, terrorism, and compliance with rules, regulations, or orders of any governmental authority ("***force majeure***"). But no such *force majeure* will excuse Grantee's obligations to timely pay the rentals described in Section 3 of this Franchise or any other sums of money due to the Authority.

(c) **Applicable Law.** **THIS FRANCHISE IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS FRANCHISE TO THE LAW OF ANOTHER JURISDICTION.** Venue of any action arising out of this Franchise will be in Nueces County, Texas.

(d) **Notices.** Any notice, request or other communication under this Franchise shall be given in writing and shall be delivered by certified mail or by nationally recognized overnight carrier. Any such notice shall be deemed to have been received on the date of the receipt thereof by the receiving party. All notices delivered hereunder shall be made to respective parties at the address specified below:

Port of Corpus Christi Authority
of Nueces County, Texas:
400 Harbor Drive 78401
P. O. Box 1541 78403
Corpus Christi, Texas 78403
Attention: Chief Financial Officer

CITGO Petroleum Corporation
1802 Nueces Bay Blvd.
Corpus Christi, TX 78407
Attention: Elbert Ocañas Jr

(e) **Invalidity of Provisions.** If any one or more of the phrases, sentences, clauses, paragraphs or sections of this Franchise shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Franchise shall be construed as if it did not contain such phrases, sentences, clauses, paragraphs or sections, provided that such construction does not substantially alter the material benefits and burdens of the Authority and Grantee as set forth in this Franchise.

(f) **Entire Agreement.** This Franchise, including the exhibits and attachments hereto, contains the final terms, conditions, rights, obligations and understanding of the Authority and Grantee with respect to the subject matter of this Franchise. There are no written or oral representations or understandings with respect to the subject matter of this Franchise that are not contained in this Franchise and its attachments or in the mutual conveyance described in Section 7 of this Franchise.

(g) **Written Amendments.** No change in any term of this Franchise will be effective, and no subsequent agreement concerning the subject matter of this Franchise will be enforceable, unless the Authority and Grantee each sign and deliver to the other a written instrument evidencing the change or agreement.

(h) **<u>Written Waivers</u>.** No waiver or discharge of any provision of this Franchise is valid unless it is in a writing that is signed by the party against whom it is sought to be enforced. The failure of Grantee or of the Authority to insist upon the strict performance of any of the covenants and conditions of this Franchise, or the consent, either express or implied, of either party hereto to any act or omission by the other party in breach or default hereof, shall not be deemed or construed to be a waiver of any such covenant or condition except for that particular instance only and shall not constitute or be construed as a waiver of such covenant or condition or of any further or future breach or default thereof.

(i) **<u>Exclusion of Prior Drafts</u>.** Drafts of this Franchise and prior correspondence regarding this Franchise shall not be used by the Authority or Grantee as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Franchise.

(j) **<u>Parties Bound</u>.** All covenants, conditions and agreements of this Franchise shall apply to and be binding upon the Authority and Grantee and their respective legal representatives, successors and permitted assigns (when assignment is made in accordance with the provisions hereof).

(k) **<u>Interpretation</u>.** Both the Authority and Grantee and their respective legal counsel have reviewed and have participated in the preparation of this Franchise. Accordingly, no presumption will apply in favor of either the Authority or Grantee in the interpretation of this Franchise or in the resolution of the ambiguity of any provision hereof.

(l) **<u>Authority to Execute</u>.** Each of Grantee and the Authority warrants and represents unto the other party that each person executing this Franchise on behalf of Grantee and the Authority was authorized to do so, and upon request, it will deliver to the other party reasonable evidence of that person's authority to execute this Franchise.

[The Authority's signature page follows this page]

IN WITNESS WHEREOF, the Authority has caused this Franchise to be signed by the Chairman of the Port Commission and attested by the Secretary of the Port Commission this ____ day of ________________, 2022.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: ______________________________
Charles W. Zahn, Jr.,
Port Commission Chairman

ATTEST:

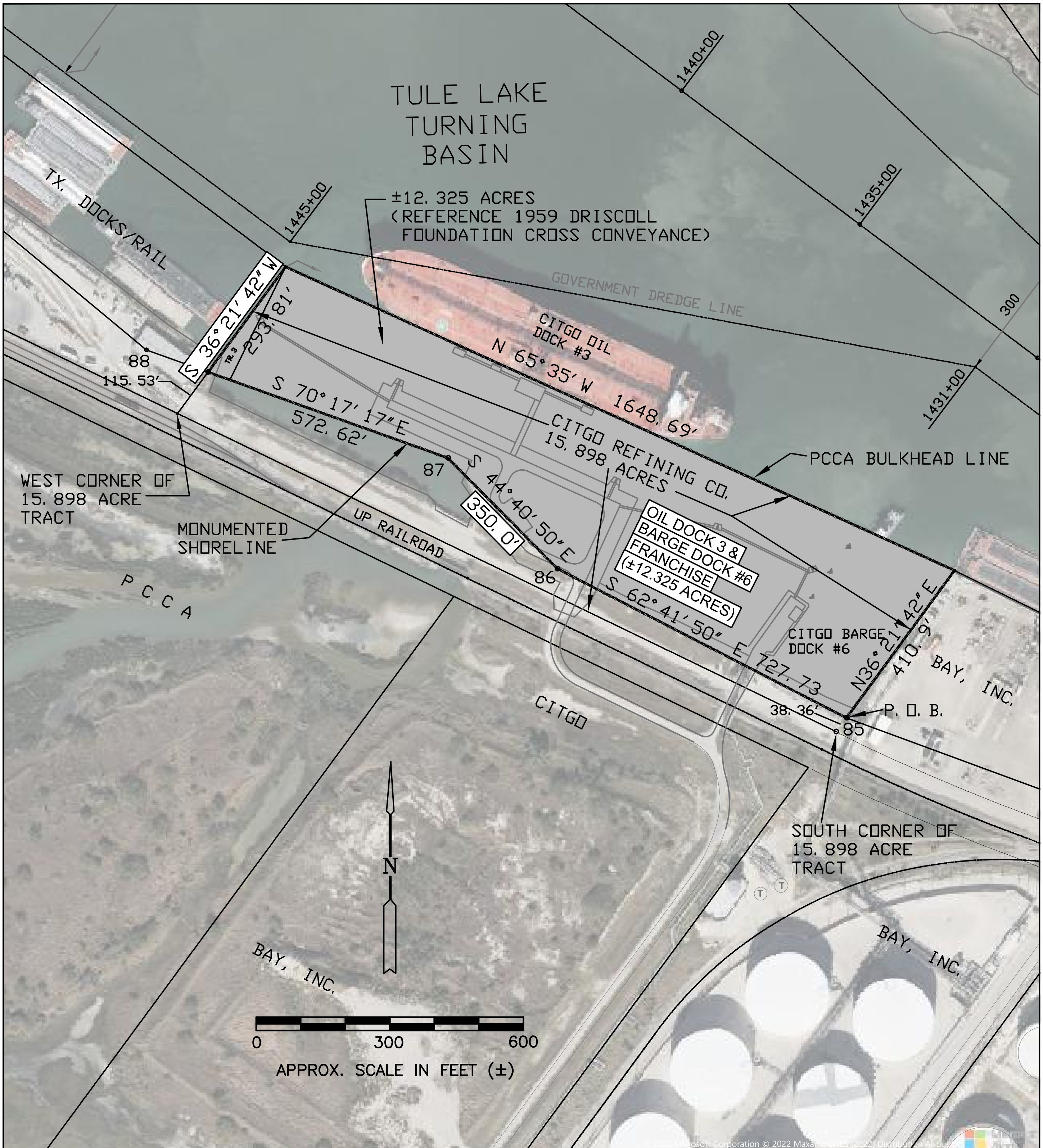
____
David P. Engel,
Port Commission Secretary

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of ______________, 2022, by Charles W. Zahn, Jr., Chairman of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, and David P. Engel, Secretary of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Port Authority.

____
NOTARY PUBLIC, STATE OF TEXAS

[The Exhibits]



NO.	DATE	REVISION

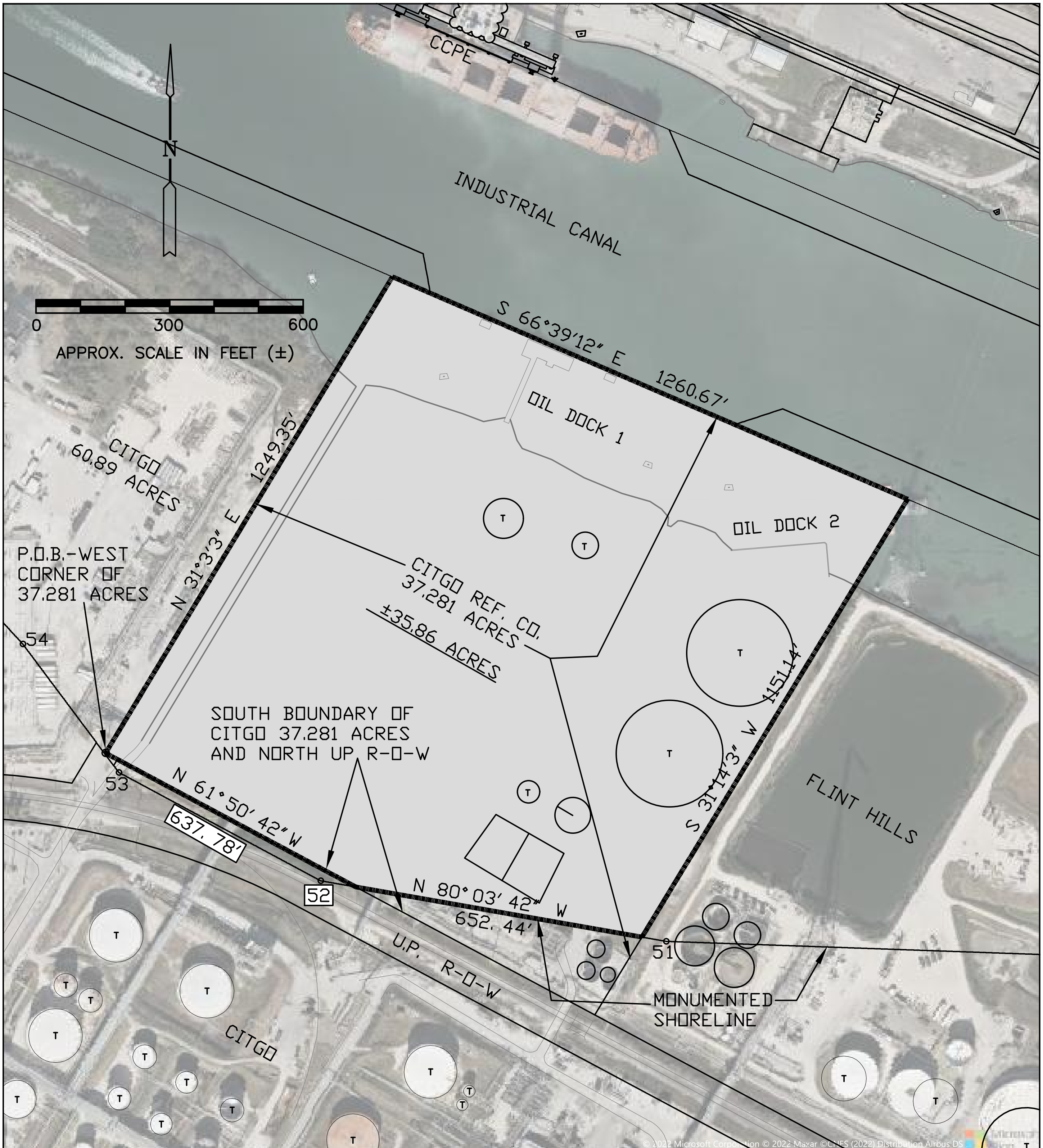
PORT CORPUSCHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

CITGO PETROLEUM CORP.
FRANCHISE AGREEMENT

CITGO OIL DOCK 3 & BARGE DOCK #6 (±12.325 AC.)

SCALE: AS SHOWN	EXHIBIT A–2	DATE: 04/01/2022
REVISED BY: JV		



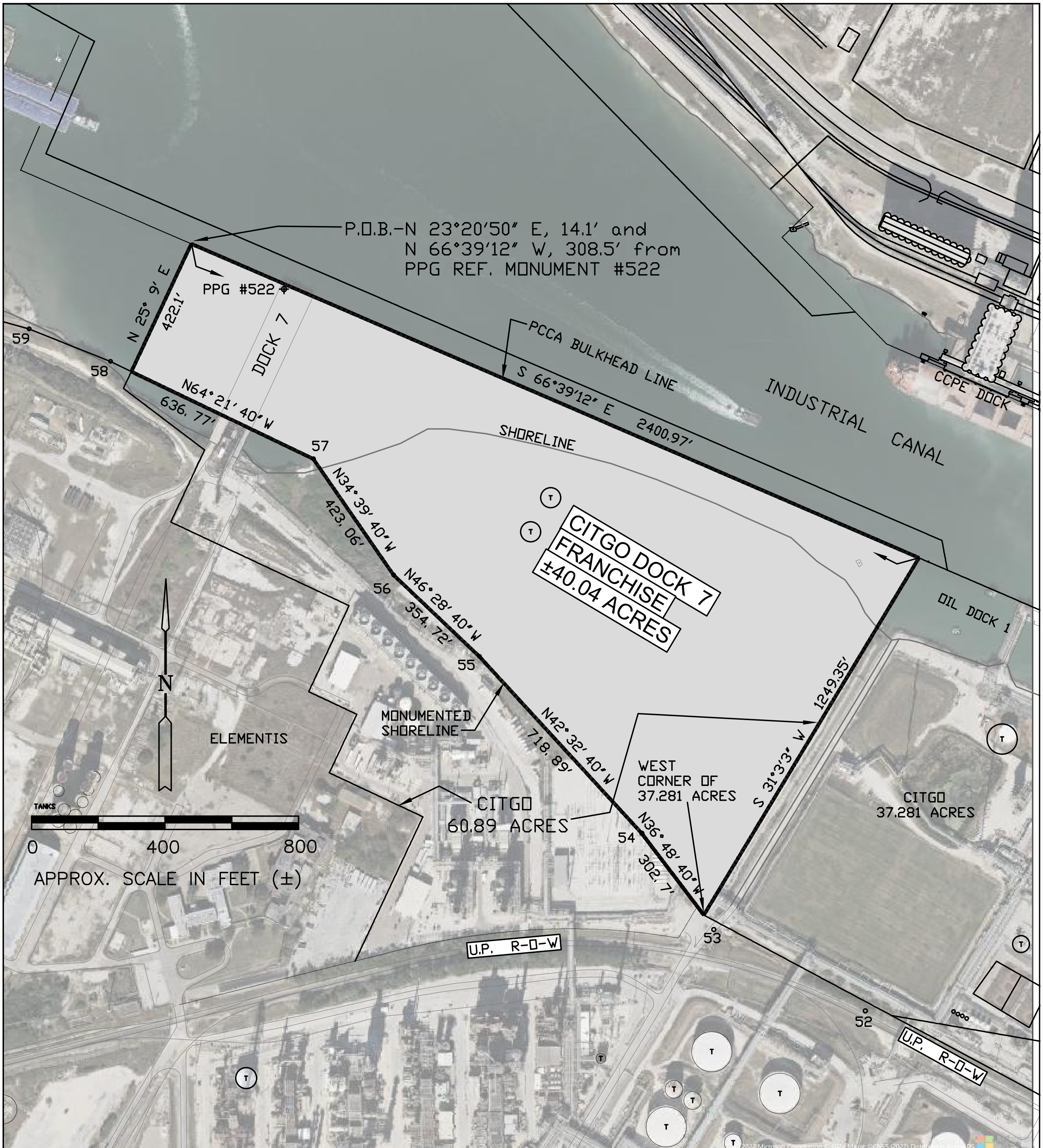
NO.	DATE	REVISION

PORT CORPUS CHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

CITGO PETROLEUM CORP.
FRANCHISE AGREEMENT
CITGO OIL DOCKS 1 & 2 (±35.86 AC)

SCALE: AS SHOWN	EXHIBIT A–1	DATE: 04/01/2022
REVISED BY: JV		



NO.	DATE	REVISION

PORT CORPUSCHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

CITGO PETROLEUM CORP.
FRANCHISE AGREEMENT

CITGO DOCK 7 (±40.04 ACRES)

SCALE: AS SHOWN

REVISED BY: JV

EXHIBIT A-3

DATE: 04/01/2022

ACCEPTANCE OF GRANTEE

CITGO Refining and Chemicals Company, L.P., on behalf of itself and CITGO Petroleum Corporation hereby accepts the above and foregoing Franchise covering 88.225 acres of land, which was granted to it by Port of Corpus Christi Authority of Nueces County, Texas, and further agrees that CITGO Refining and Chemicals Company, L.P., on behalf of itself and CITGO Petroleum Corporation, its successors and permitted assigns, shall in all things be bound by the terms and conditions of said Franchise.

EXECUTED this _____ day of ______________, 2022.

CITGO Refining and Chemicals Company, L.P.
on behalf of itself and CITGO Petroleum Corporation

By: ____________________________________
Printed Name:____________________________
Title:__________________________________

STATE OF TEXAS §
§
COUNTY OF ___________ §

This instrument was acknowledged before me on the ____ day of __________________, 2022, by ______________________________, _____________________________ of CITGO Refining and Chemicals Company, L.P., on behalf of CITGO Refining and Chemicals Company, L.P. and CITGO Petroleum Corporation.

____
NOTARY PUBLIC, STATE OF TEXAS

DATE: June 14, 2022

TO: Port Commission

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

Approve an amendment to a service order with Lanier & Associates Consulting Engineers, Inc., under Master Services Agreement No. 21-02, in the amount of 126,000 for construction administration services associated with structural repairs and upgrades to Oil Dock 1.

SUMMARY: Staff requests approval of an amendment to a service order in the amount of $126,000 with Lanier & Associates Consulting Engineers, Inc. (Lanier), under Master Services Agreement 21-02, for construction administration services associated with structural repairs and upgrades to Oil Dock 1. This item was presented and discussed at the Long-Range Planning Committee Meeting on June 9, 2022.

BACKGROUND: The U.S. Army Corps of Engineers awarded a construction contract to complete a phase of the Corpus Christi Ship Channel Improvement Project (CIP) to increase the channel depth from -47 feet (MLLW) to -54 feet MLLW within the port's Inner Harbor. Oil Dock 1, which is located west of the existing Harbor Bridge on the north side of the Inner Harbor, needs improvements and repairs should the PCCA proceed with deepening the existing berth to match the -54-foot Mean Lower Low Water dredge depth of the ongoing Corpus Christi Ship Channel Improvement Project, with the anticipation of larger class vessels fully loaded to be berthed at Oil Dock 1 for the long-term future.

In January 2021, the Port Commission approved a service order with Lanier in the amount of $806,000 for engineering services associated with this endeavor. The scope of work included a condition assessment inspection of the dock facilities and landside civil improvements; geotechnical investigation with side slope stability analyses and pile capacity evaluation; topographic and bathymetric survey with side sonars; passing vessel study; a conceptual structural engineering analysis and detailed engineering services to upgrade structures that may be impacted by the CIP project, including ship and barge breasting and mooring dolphins, loading platforms, walkways, approaches, marine pipe racks, boat launches, and adjacent shoreline protection; coordination with dock customers during design; and, lastly, engineering support in bid activities.

Bids were received on June 3, 2022, and award of a construction contract for this project is on the Open Agenda. The amendment to Lanier's service order will include construction administration support services during construction. The scope of services of these additional services generally includes performing project site visits to observe the progress of the work for general conformance to the construction documents, providing underwater inspections to confirm removal of demolished piles and completed installation of submerged steel sheet pile toe wall, attending construction meetings, addressing field issues and modifications, reviewing technical data, conducting a final walkthrough, and preparing recording drawings.

ALTERNATIVES: None.

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

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in the 2022 budget.

STAFF RECOMMENDATION: Staff recommends approval of an amendment to a service order in the amount of $126,000 with Lanier & Associates Consulting Engineers, Inc. (Lanier), under Master Services Agreement 21-02, for construction administration services associated with structural repairs and upgrades to Oil Dock 1.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Maria Rivas
	Sonya Lopez-Sosa
	Jacob Morales
Legal	Standard Service Order Amendment
Executive Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton
	Jeff Pollack

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order Amendment

MASTER SERVICES AGREEMENT NO. 21-02
LANIER & ASSOCIATES CONSULTING ENGINEERS, INC.

SERVICE ORDER NO. 1 - AMENDMENT NO. 1

1. **Background Data**

   Commencement Date of Original Service Order: January 19, 2021
   PCCA Project Manager: Maria Rivas, P.E.
   Engineer: Lanier & Associates Consulting Engineers, Inc.
   Project Name: Oil Dock 1 Structural Repairs and Upgrades
   Project No. 20-042A

2. **Description of Modifications**

   a. **Section 4. Service Order Schedule** will be modified to add the following:

Party	Task	Schedule
Engineer	Construction support	Upon commencement of construction phase
Engineer	Record Drawings	To be delivered within 30 days of construction completion
This Service Order will expire August 31, 2023.		

   b. **Section 5. Method of Compensation** will be modified as follows:

   The PCCA shall pay Engineer the following additional compensation:

Description of Additional Compensation	Amount
A1.05 Construction Phase Services (Lanier) Underwater inspection (In-Depth Diving Services)	$ 89,462 $ 28,838
A1.06 Closeout Phase Services	$ 7,700
TOTAL ADDITIONAL COMPENSATION	**$ 126,000**

   c. **Section 6. Consultants retained or that will be retained as of the Commencement Date of the Service Order** will be modified to add the following:

   In-Depth Diving Services (Amendment No. 1)

   d. **Section 8. Insurance Requirements** will be modified to add the following:

   Amendment No. 1 – Subconsultant Additional Insurance Requirements

   Protective and Indemnity $1,000,000 per occurrence

Also, Subconsultant shall maintain the insurance coverage described in Article 11 of the Agreement except the following:

5. Professional Liability
6. Umbrella Liability

e. The Scope of Services currently authorized to be performed by the Engineering in accordance with the Service Order and previous amendments, if any, is modified by adding the following to **Exhibit A – Engineer's Services for Service Order:**

A1.05 Construction Phase Services

1. Participate in a project kickoff meeting or pre-construction conference with the contractor, subcontractors, and PCCA representatives to discuss the project requirements, schedule, and other site information.

2. Review contractor's submittals and fabricator shop drawings, as requested.

3. Respond to contractor's Requests for Information, as requested.

4. Perform project site visits, as supplemental activity to the PCCA's daily inspections anticipated for the project. The site visit will include a review of conditions encountered during construction and an inspection of the work for its general conformance to the contract documents. A brief memo will be provided for each site visit with photographs, as required. The estimated number of site visits per week is one to two for thirty weeks.

5. Perform one site visit to the fabricator's yard after or near the completion of work to inspect the fabricated components for general conformance to the contract documents, prior to the components being delivered to the project site.

6. Provide an underwater inspection of the completed submerged steel sheet pile toe wall and driven piling for their general conformance to the contract documents and to inspect for the removal of demolished piles from above the mudline. Engineer shall hire a subconsultant (In-Depth Diving Services, LLC) to provide four days of a four-man dive crew and equipment to perform this work. If fewer visits are required, the cost for underwater diving services will be adjusted proportionally.

7. Perform a tilted-head high density multi-beam (700 KHZ) scan at the completion of the project to document underwater conditions post-demolition.

8. Provide part-time office support for the duration of the construction. As part of this support, the design engineer will be available to assist in addressing field issues and modifications during construction.

9. Perform an inspection to respond to contractor's request for Substantial Completion and assist the PCCA in developing a punch list of items remaining to be done for the construction contractor's completion of the project.

10. Participate in a final inspection to provide a recommendation on acceptance of the work.

A1.06 Closeout Phase Services

1. Prepare Record Drawings from contractor-provided redlines of the Construction Drawings and provide in both PDF and CAD formats.

2. Review the Operations Manuals and Maintenance Manuals of the gangway and the quick release hooks, provided and/or developed by the contractor, for completeness and adherence to the technical specifications.

Deliverables (Amendment No. 1)

- Site visit memos.

- Documentation associated with the reviews of submittals, shop drawings, and RFI.

- Record Drawings – Construction Drawings – complete electronic copy of CAD and PDF.

Clarifications (Amendment No. 1)

1. The PCCA or its contractor will provide Engineer access on the water, as required, to allow for inspections.

2. The fabrication yard is located along the Texas gulf coast.

3. The number of site visits is estimated and based on the projected need to support the PCCA staff and is subject to change with the actual project conditions and direction from the PCCA.

4. Site visits will be approximately five hours per week and do not include the long-term witnessing of pile driving activities.

5. This scope does not include regular participation in Contractor/PCCA weekly meetings.

3. Service Order Summary (Reference only)

Original Service Order amount:	$ 806,000
Net change for prior amendments:	$ 0
This amendment amount:	$ 126,000
Adjusted Service Order amount:	**$ 932,000**

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

PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. ***The effective date of this Amendment is June 14, 2022.***

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":	**LANIER & ASSOCIATES CONSULTING ENGINEERS, INC. "ENGINEER":**
BY: ______________________	**BY:** ______________________
TITLE: **CHIEF EXECUTIVE OFFICER**	**TITLE:** Vice President
DATE: ______________________	**DATE:** 06/09/2022

DATE: June 14, 2022

TO: Port Commission

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

Approve an amendment to a consulting services contract with Linda Webster Gurley, P.E. in the amount of $44,064 for additional services including assessment and updating of project design guidelines and standards for PCCA projects and tenant reviews.

SUMMARY: Staff requests approval of an amendment to a Consulting Services Contract with Linda Webster Gurley, P.E. in the amount of $44,064 for additional services including assessment and updating project design guidelines and standards for PCCA projects and tenant reviews submitted to the Engineering Services Department.

BACKGROUND: Since the start of the year, the PCCA Engineering Services Department has seen a considerable increase of submissions from tenants for lease/easement site modifications, nearly double the amount from the previous year at 33 submittals this year so far versus 32 for the entirety of 2021. To help alleviate the workload, the PCCA entered into a Consulting Services Contract with Linda Webster Gurley, P.E. on April 7, 2022 for assistance with professional review services, such as technical reports, drawings, specifications, and plan reviews for general conformance with PCCA's current standards and requirements, as well as other general technical engineering support as requested.

In her short time assisting the PCCA thus far, Linda has shown impressive work and has been a great boon for the Engineering Services Department, so much so that staff has identified an additional initiative where Linda's skillset would prove to be instrumental. One of the department's initiatives this year was to update and formalize the outdated project standards and guideline requirements to achieve consistency and standardization for project execution. Staff negotiated the attached amendment with Linda in the amount of $44,064 to include this additional initiative into her scope of work. The scope of these additional services would generally include assisting the PCCA with recommendations towards the development of standard design review requirements, review of project scoping requisites, project review and submittal checklists, guidelines for consultant and tenant project deliverables, contract documents, project logs and similar items for implementation of PCCA guidelines, requirements, and processes to enhance project delivery.

The services also included in the amended contract amount will include conducting research to develop benchmarks for industry standards related to construction contract documents and legal requirements per government code and statues.

ALTERNATIVES: None.

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

EMERGENCY: No.

FINANCIAL IMPACT: The initiative to develop project guidelines is included in the 2022 professional services budget.

STAFF RECOMMENDATION: Staff recommends approval of an amendment to a Consulting Services Contract with Linda Webster Gurley, P.E. in the amount of $44,064, for additional services including assessment and updating project design guidelines and standards for PCCA projects and tenant reviews submitted to the Engineering Services Department.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Maria Rivas
	Sonya Lopez-Sosa
	Jacob Morales
	Lynn Angerstein
Legal	Standard Consulting Services Contract Amendment
Executive Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton
	Jeff Pollack

LIST OF SUPPORTING DOCUMENTS:

Consulting Services Contract Amendment

PORTCORPUSCHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 14, 2022.

DATE: June 14, 2022

TO: Port Commission

FROM: Daniel J. Koesema, P.E., CFM
Director of Channel & DMPA Development

Approve a Consulting Services Agreement in an amount of $90,920 with David Miller and Associates for tasks related to the development of an economic analysis of the La Quinta Channel Expansion Project.

SUMMARY: Staff requests approval of a Consulting Services Agreement in an amount of $90,920 with David Miller and Associates for tasks related to the development of an economic analysis of the La Quinta Channel Expansion Project. This Consulting Services Agreement was presented to the Long-Range Planning Committee on June 9, 2022 and was recommended to be presented to the full Port Commission for approval.

BACKGROUND: In 2018, the PCCA executed a Feasibility and Cost Share Agreement with the Department of Army (Government) to initiate a study to investigate the feasibility of widening and deepening the La Quinta Ship Channel from -47’ MLLW to -54’ MLLW to match the authorized depth of the Corpus Christi Ship Channel. The U.S. Army Corps of Engineers (USACE) conducted the feasibility study and evaluated benefits for both existing facilities and new facilities that were, at that time, anticipated to be developed along the La Quinta Ship Channel. The results of the study indicated that although there was not an economically justified alternative to deepen the channel based on existing facilities, deepening the channel to -54’ MLLW would be economically justifiable with the addition of new facilities that require deeper draft vessels. While there was confidence that new facilities would ultimately be developed along the La Quinta Ship Channel, USACE determined that none of the alternatives to deepen the channel were considered actionable at that time due to insufficient documentation verifying development of the new facilities. USACE subsequently terminated the feasibility study. However, understanding the likelihood of future development along the La Quinta Ship Channel and the need to deepen the channel, USACE identified the remaining tasks that would need to be completed if study were to be resumed at a later date by the PCCA.

With the strategic acquisition of new property along and near the La Quinta Channel and the ongoing evolution of the energy marketplace, a number of new development interests are in various stages of project planning and development for sites that present new, compelling business cases for the deepening of this reach of the Channel. A clear path to a deeper channel is critical to the investment decision for some of these prospective customers based on their expected vessel classes, and thus representatives have requested the PCCA re-engage the feasibility study to deepen the La Quinta Ship Channel.

To support these initiatives, PCCA staff negotiated a Consulting Services Agreement with David Miller and Associates in an amount of $90,920 to develop an initial economic analysis and project performance metrics of deepening the La Quinta Channel. The scope of work generally includes:

- identifying current and prospective La Quinta Channel cargo facilities
- developing commodity import and export projections
- providing vessel loading practice alternatives and origin/destination pairings
- developing alternative fleet forecasts
- developing a time series model to capture alternative vessel transit costs
- calculating average annual costs from existing information
- providing updated economic performance metrics

The analyses conducted under this scope of services will form the basis for a full-scale economic analysis that would be part of a future Feasibility Study, should the PCCA resume the study, pursuant to Section 203 of the Water Resources Development Act (WRDA) of 1986. Note that the economic analysis is only one element of a navigation feasibility study. Other elements include engineering, environmental, real estate, NEPA, public involvement, agency coordination, etc. Staff intends to return to Commission for approval to expand the scope for a full feasibility study, contingent on the results of this initial economic analysis.

ALTERNATIVES: N/A

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

EMERGENCY: N/A

FINANCIAL IMPACT: This project was not included in the 2022 Budget.

STAFF RECOMMENDATION: Staff recommends approval of a Consulting Services Agreement in an amount of $90,920 with David Miller and Associates for tasks related to the development of an economic analysis of the La Quinta Channel Expansion Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Channel and DMPA Development
Reviewed & Approved	Daniel Koesema
Legal Reviewed by	Dane Bruun
Executive Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton
	Jeff Pollack

<u>LIST OF SUPPORTING DOCUMENTS</u>:

Consulting Services Agreement

CONSULTING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 14th day of June 2022 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and David Miller & Associates, Inc. ("Consultant"), each a "Party" and collectively as "Parties".

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

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

2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before December 31, 2022 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

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

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

Daniel Koesema, P.E., CFM
Director of Channel & DMPA Development
Port of Corpus Christi Authority
400 Harbor Dr.
Corpus Christi, Texas 78401
(361) 885-6138
E-mail: Dan@pocca.com

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

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

If to the Authority: Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
400 Harbor Drive
Corpus Christi, Texas 78401
E-mail: sstrawbridge@pocca.com

If to the Consultant: Vinicio Vannicola
Vice President
David Miller & Associates, Inc.
410 Pine Street, Suite 210
Vienna, VA 22180
(703) 255-1300
E-mail vvannicola@dma-us.com

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

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

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

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

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

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

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

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

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

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

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

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

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

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B attached hereto, which is incorporated herein by reference; provided, however, the total amount paid to Consultant for the Services (including reasonable travel expense and other direct costs) shall not exceed **Ninety Thousand Nine Hundred Twenty Dollars ($ 90,920)**. Consultant will obtain the approval of Authority's Contract Representative relative to incurring travel and other direct costs before incurring such expenses.

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

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

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

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

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows this page]

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

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: ______________________

Name: Sean Strawbridge
Title: Chief Executive Officer
Date: ______________________

"Authority"

DAVID MILLER & ASSOCIATES, INC.

By: Vinicio Vannicola

Digitally signed by Vinicio Vannicola
Date: 2022.06.06 12:01:11 -04'00'

Name: Vinicio Vannicola
Title: Vice President
Date: 06/06/2022

"Consultant"

EXHIBIT A

SCOPE OF SERVICES

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

Initiation of Section 203 Economic Analyses for the Corpus Christi La Quinta Channel Expansion Project

The purpose of this Scope of Services is to develop an initial economic analysis and project performance metrics of the Corpus Christi Ship Channel La Quinta Channel Expansion Project (Project). The analyses conducted under this scope of services will form the basis for a full-scale economic analysis that will be part of a future Feasibility Study to be conducted by the Authority, pursuant to Section 203 of the Water Resources Development Act (WRDA) of 1986, as amended.

Specific tasks to be conducted under this Scope of Services include:

- Identify current and prospective La Quinta channel cargo facilities. Authority will facilitate meetings with both existing and prospective tenants located (or anticipated to be located) along the La Quinta channel, and provide detailed port development plans and contact information for terminal operators and others as required. Consultant will conduct in-person meetings with representatives in order to obtain appropriate information regarding future investment in facilities along the La Quinta channel. It is anticipated that several non-disclosure agreements would need to be executed by Consultant in order to gain access to the information.

- Develop and substantiate commodity import and export projections. During development of the forecasts, Consultant will confer with Port of Corpus Christi Authority industry representatives in so that the forecasts represent the most recent, relevant, and informed projections possible.

- Develop alternative vessel loading practices and origin/destination pairings. Loading practice alternatives will be developed from an examination of data and pilots' data for similar commodities, and will be used in a time-series model to establish with- and without-project sailing drafts for the vessel fleet. Origin/destination pairings will be updated to reflect current and projected future conditions. The pairings will be incorporated into a system of vessel routes under with- and without- project conditions to establish vessel distances traveled.

- Develop alternative of with- and without- project fleets. Alternative fleet forecasts will be developed through discussions with prospective terminal operators, PCCA industry representatives, and global shipping companies. Data from Lloyds List Intelligence also will be used in developing the alternative fleet forecasts. It is likely that the analysis will include several alternative fleet forecasts to reflect the variability in certainty over the commodity mix anticipated to be handled at future terminals located along the La Quinta channel.

- Develop time series models, including vessel transit costs. Once alternatives for cargo forecasts, fleet forecasts, loading practices, and trip distances are finalized, Consultant will consolidate the data into a time series model (MS Excel-based). The model will capture alternative vessel transit costs under with- and without-project conditions through a 50-year period, and calculate the average annual transportation costs.

- Calculate average annual costs from existing information. Average annual costs will be developed from costs listed in the May 2021 Engineering Appendix (in process draft). Project costs will be reviewed for completeness, and average annual values will be calculated at the current federal discount rate for water resources investments and the 7 percent Office of Management and Budget discount rate.

- Spreadsheet Model and Technical Memorandum. A spreadsheet model that incorporates each of the analyses described above will be developed and provided to POCC. The model will include economic performance metrics for each alternative cargo and fleet forecast at varying Project depths (costs of which will be obtained from the May 2021 Engineering Appendix). In addition, Consultant will provide a brief technical memorandum that documents and substantiates the economic performance metrics and the alternative commodity and fleet forecasts.

EXHIBIT B

FEE SCHEDULE

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total amount paid to Consultant for the Services (including reasonable travel expense and other direct costs) will not exceed **$ 90,920**, without Authority's written approval. Services provided by Consultant will be billed as specified in this Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

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

Not later than the twentieth (20th) day of each calendar month, Consultant shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe the Services performed during the prior month, approved 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 direct expenses incurred.

Consultant's cost estimate for this scope of services is provided as not to exceed $90,920.

Hourly labor cost rates for Principal/Project Manager is $290
Hourly labor cost rates for Senior Economist is $290
Estimated 298 hours $86,420

Anticipated travel by DMA personnel includes one trip to Port of Corpus Christi Authority by two Senior Economists during execution of the scope of services.
Estimated reimbursable travel expense $4,500

DMA's cost estimate for this scope of services and travel not to exceed $90,920.

.

EXHIBIT C

INSURANCE

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

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

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

D.	Business Automobile Liability	$500,000 per Occurrence

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

E.	Professional Liability	$1,000,000 per Occurrence

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

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

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

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

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

DATE: June 14, 2022

TO: Port Commission

FROM: Lynn Angerstein, Director of Procurement Services
lynn@pocca.com
(361) 885-6142

Approve Annual Dues Renewal with American Association of Port Authorities (AAPA) in the amount of $65,500 for the period 07/01/2022 – 06/30/2023

SUMMARY: Staff requests approval to pay annual dues related to the renewal of the Port of Corpus Christi Authority's (PCCA) membership with American Association of Port Authorities (AAPA) in the amount of $65,500 for the period July 1, 2022 through June 30, 2023. The dues are based on a calculation of gross revenue recorded by the PCCA.

BACKGROUND: AAPA is the unified voice of the seaport industry in the Americas, representing more than 130 public port authorities in the U.S., Canada, the Caribbean and Latin America. For more than a century, AAPA membership has empowered port authorities and their maritime industry partners to serve global customers and create economic and social value for their communities. AAPA events, resources and partnerships connect, inform and unify seaport leaders and maritime professionals who deliver prosperity around the western hemisphere. For U.S. members, AAPA provides advocacy and public outreach to influence seaports' most urgent public policy issues. PCCA has been a member of AAPA for decades. Staff is requesting authorization for payment of the annual dues renewal with AAPA in the amount of $65,500. Sean Strawbridge, CEO, was elected to the AAPA Board of Directors in October 2021.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This project conforms to the Port's Strategic Plan 2023, Strategic Plan Goal #1 Foster Strategic Growth. This contract secondarily supports Strategic Plan Goal #3 Provide Facilities and Services to Meet Customer Needs.

FINANCIAL IMPACT: Annual dues of $65,500 for renewal of the PCCA membership with AAPA.

STAFF RECOMMENDATION: Staff recommends approval of the attached Gross Dues for Fiscal Year 2023 (07/01/2022 – 06/30/2023) in the amount of $65,500.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement Services
Reviewed by	Lynn Angerstein
Legal	Dane Bruun
Executive Staff	Sean Strawbridge Kent Britton

LIST OF SUPPORTING DOCUMENTS:

American Association of Port Authorities (AAPA) Invoice for Dues for Fiscal Year 2023

ESSENTIAL. RESILIENT. UNITED.
SEAPORTS DELIVER

DUES RENEWAL

May 12, 2022
Invoice # US 2023-1414

Federal ID # 53-0193338
Dunns # 083654095

1414
Port Corpus Christi
PO Box 1541
Corpus Christi TX 78403-1541 United States

Gross Dues for Fiscal Year 2023 (7/1/22 - 6/30/23)	$65,500.00
TOTAL AMOUNT PAYABLE UPON RECEIPT IN U.S. DOLLARS	**$65,500.00**

Payments to AAPA are not deductible as charitable contributions for federal income tax purposes.
However, they may be tax deductible as ordinary and necessary business expenses.

Please mail checks to our NEW lockbox and UPDATE your payment system:
American Association of Port Authorities (AAPA)
P.O. Box 200815
Pittsburgh, PA 15251-5064

PLEASE RETURN BOTTOM PORTION OF INVOICE WITH REMITTANCE

UNITED STATES PORT MEMBERSHIP DUES **$65,500.00**

1414 **Invoice # US 2023-1414**

Port Corpus Christi
PO Box 1541
Corpus Christi, TX 78403-1541
UNITED STATES

☐ **Yes, we would like to support the AAPA Port Energy & Environment Program. I have included $________ for this purpose.**

American Association of Port Authorities - 1201 Maryland Avenue, Suite 860, Washington, DC 20024 - Phone: (703) 684-5700

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 14, 2022

DATE: June 14, 2022

TO: Port Commission

FROM: Brooks Lobingier II, Director of Information Technology
blobingier@pocca.com
(361) 885-6673

Award contract to Netsync Network Solutions, the lowest Bidder based on bids received June 2, 2022, for the purchase of Security Cameras in the amount of $237,583.27 funded through insurance proceeds received related to Hurricane Harvey damages to the security camera system.

SUMMARY: Staff requests award a contract in the amount of $237,583.27 to Netsync Network Solutions, the lowest bidder based on bids received June 2, 2022, for the purchase of security cameras. Originally a portion of this project was to be reimbursed through Public Assistance funds from the Federal Emergency Management Agency (FEMA) from an approved Hurricane Harvey project; however, the camera cost is below the project threshold and only insurance proceeds will be utilized. This is a lump sum purchase of twelve (12) PTZ cameras with color and thermal capabilities and all accessories.

BACKGROUND: PCCA issued a request for competitive sealed bids for the purchase of twelve cameras determined to be damaged during Hurricane Harvey. A total of three responsive bids were received with Netsync Network Solutions being the apparent lowest bidder. The camera cost is well below the original project budget developed as part of Hurricane Harvey recovery. Insurance proceeds identified for the project will be utilized which may make the FEMA funds available for another recovery project.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This project conforms to the Port's Strategic Plan 2023, Strategic Plan Goal #3 Provide Facilities and Services to Meet Customer Needs.

FINANCIAL IMPACT: $237,583.27 for the lump sum purchase of twelve (12) cameras with color and thermal capabilities and all accessories.

STAFF RECOMMENDATION: Staff recommends award of a contract to Netsync Network Solutions in the amount of $237,583.27 for twelve (12) PTZ cameras with color and thermal capabilities and all accessories.

DEPARTMENTAL CLEARANCES:

Originating Department	Information Technology
Reviewed by	Brooks Lobingier Ryan McManus, Security Systems Mgr. Lynn Angerstein
Legal	Dane Bruun
Executive Staff	Sean Strawbridge Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Bid Tab

PORT CORPUS CHRISTI®

BID TABULATION FOR PURCHASE OF CAMERAS AND ACCESSORIES
PROJECT NO. 161699AA
Bid Opening: June 2, 2022 at 3:00 p.m.

Company Name	Bid Bond or Check	BID ITEM 1[A]	Time of Delivery*
Netsync Network Solutions	5% Bid Bond	$237,583.27	30-90 Days after PO Receipt
B&H Foto & Electronics Corp.	Cashier's Check	$282,350.28	5-7 Days (in stock items)
H&H Door, a division of The Cook and Boardman Group	5% Bid Bond	$303,905.00	365

*In calendar days

[A] BID ITEM 1: Includes Lump sum price for the purchase of twelve (12) PTZ cameras with color and thermal capabilities and all accessories.

Read By: Melinda Licon

Tabulated By: Lucy Betancourt

Checked & Prepared By: Lucy Betancourt

Date: 6/2/2022

8/12

PORTCORPUSCHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 14, 2022

DATE: June 14, 2022

TO: Port Commission

FROM: Clark Robertson, Chief Operating Officer
crobertson@pocca.com
(361) 885-6118

Approve the First Amendment to the Port Authority's Short Line Railroad Operating Agreement ("Amendment") with Texas Coastal Bend Railroad L.L.C. ("TCBR"), to allow TCBR to construct a locomotive inspection track and shed as part of the first year maintenance plan and other minor tracks as part of future year maintenance plans.

SUMMARY: Staff is recommending approval of the aforementioned Amendment to allow TCBR to use a portion of its first year's maintenance budget to construct a locomotive inspection track and shed near the recently completed railroad management offices and to use a portion of its maintenance budgets in future years to construct other minor new track approved by PCCA.

BACKGROUND: The short line operating agreement with TCBR will commence on August 3, 2022, following the expiration of the current railroad property and facility lease agreement with the Corpus Christi Terminal Railroad ("CCTR"). As TCBR prepares to start up operations, its staff has determined it will be helpful to have a set location for locomotive inspections near the newly constructed railroad office and shop on the north side of the ship channel, just west of Mike Carrol Road. PCCA staff agrees with this need and the selected location.

The current agreement provides that TCBR will invest at least $2,250,000 during the first operating year and at least $750,000 each year thereafter for maintenance of PCCA's rail, rail bed, switches, ties, ballast, and road crossings, all work to be agreed to by the parties (the minimum expenditure for each such year being referred to herein as the "Minimum Annual Maintenance Expenditure"). Currently, any dollars TCBR spends on a new rail construction project for PCCA, minor or otherwise, would not count against the Minimum Annual Maintenance Expenditure, but staff believes such expenditures should count if PCCA approves the project in advance. The Amendment makes this change.

Once completed, the locomotive inspection track and any other minor new track constructed by TCBR with funds that are credited against the Minimum Annual Maintenance Expenditure will belong to PCCA. The shed is not anticipated to be a permanent structure.

ALTERNATIVES: PCCA could elect to not modify the existing short line agreement. If that were to occur, TCBR would most likely perform locomotive inspections at an alternative location that would not be as efficient as the proposed location.

CONFORMITY TO PORT POLICY: Supports Strategic Goals #3 – Provide facilities and services to meet customer needs.

EMERGENCY: No.

FINANCIAL IMPACT: None, since funding for such was provided within the Short Line Railroad Operating Agreement.

STAFF RECOMMENDATION: Staff recommends approval of the Amendment.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Clark Robertson
Legal	Jimmy Welder
Executive Staff	Clark Robertson Kent Britton Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

First Amendment to Short Line Railroad Operating Agreement