



Port of Corpus Christi

Regular Session Meeting

Tuesday, October 14, 2014 8:30 AM

NOTICE OF MEETING

The Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") will hold a Regular Session Meeting on **Tuesday, October 14, 2014, at 8:30 AM**, at the Richard M. Borchard Regional Fairgrounds, located at 1213 Terry Shamsie Blvd, Robstown, Texas..

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Sherry DuBois at 885-6174 at least 48 hours in advance so that appropriate arrangements can be made.

Si usted se dirige a la junta y cree que su inglés es limitado, habrá un intérprete inglés español en la reunión de la junta para ayudarle.

Members of the audience will be provided an opportunity to address the Port Commission. Please speak into the microphone located at the podium and state your name and address. Your presentation will be limited to three minutes.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting to discuss matters listed on the agenda when authorized to do so by the provisions of Section 418.183 or Chapter 551 of the Texas Government Code. 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 the meeting is as follows:

1. Call meeting to order; Pledge of Allegiance; Opening Prayer; and receive conflict of interest affidavits.
2. Approve the minutes of the September 9, 2014 Commission meeting. 5
3. Approve Memorandum of Understanding between PCCA and Tianjin Economic Commission. 11
4. Approve resolution of appreciation for Roland C. Mower. 13
5. Receive comments from the public. *(each speaker will be limited to three minutes)* 15
6. Receive update from the Honorable Blake Farenthold on federal issues pending in Congress. 16
7. Receive Windstorm Insurance Reform presentation from Commissioner Charles Zahn, and receipt a report from PCCA staff regarding water. 17
8. Receive committee reports from the following Commission committees. 18
 8. A. Security
 8. B. Strategic Planning
 8. C. Audit
9. Receive report from the Corpus Christi Hispanic Chamber of Commerce on services provided this year associated with their Development Services Agreement with the PCCA: 19
10. Approve Management Services Agreement between the Corpus Christi Regional Economic Development Corporation, PCCA and John LaRue. 20
11. Approve a Resolution suggesting that Flint Hills Resources Corpus Christi, LLC, acquire, construct, improve and complete certain Solid Waste Disposal Facilities and Sewage Facilities at the Company's Corpus Christi refinery, and agreeing to issue PCCA's revenue bonds for the purpose of financing such facilities at the appropriate time. 22
12. Approve a Resolution expressing official intent to issue PCCA Revenue Bonds to reimburse PCCA for capital expenditures made in connection with various PCCA projects; and approve the engagement of bond counsel, financial advisor, and senior 31

managing underwriter in connection with the issuance of the Bonds.

13. Approve an Interlocal Cooperation Agreement with Local Emergency Planning Committee.	58
14. Approve Railroad Commission of Texas Environmental Restrictive Covenant (in replacement of the Restrictive Covenant approved on October 8, 2013) for the former Exxon Pipeline Harbor Island Terminal located on the PCCA's Harbor Island property.	61
15. Approve Jetty and Rock Revetment Easement with the City of Portland for Indian Point Peninsula Habitat Restoration Project.	94
16. Approve Option Agreement with M&G Resins USA, LLC, to expand Public Oil Dock No. 14 to ship dock and approve the associated revisions to the existing Construction and Priority use Agreement and the Agreement of the Frequent Users of Oil Dock 14 should the option be exercised.	103
17. Approve Cost-sharing Agreement with M&G Resins USA, LLC for wetland mitigation associated with a portion of PCCA's property associated with Nueces River Rail Yard - Phase II.	175
18. Approve Sixth Amendment to the Lease Agreement with Kirby Inland Marine, LP for the fleeting area on the Corpus Christi Turning Basin.	186
19. 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:	
19. A. Consent to the sublease of a portion of the Gulf Compress leased premises located at La Quinta to voestalpine Texas Holding, LLC.	192
19. B. Approve Pipeline and Surface Site Easement Agreement with Kinder Morgan Tejas Pipeline LLC, located at PCCA's La Quinta property to support voestalpine Texas Holding, LLC's HBI plant.	200
19. C. Approve Change Order to PCCA's construction contract with Haas Anderson Construction, Ltd. for the Nueces River Rail Yard (NRRY) - Phase I project to provide temporary slope stabilization in lieu of permanent vegetation in areas to be developed for NRRY - Phase II.	219
19. D. Approve a Service Order with RVE, Inc., under its Professional Services Master Agreement engineering services associated with final design and project management of the Security Grant 13 - La Quinta/Gulf Intracoastal Waterway Surveillance project.	227
19. E. Approve purchase of video analytic and recording equipment from Voice Products, Inc. for the Security Grant 13 - Security Equipment Repair/Replacement project.	229
19. F. Approve purchase order with Richmond Engineering for additional design services for the replacement of the PLC and DC drives on the Gantry Crane.	231
19. G. Approve a Professional Services Master Agreement and Service Order with 360 Factors Inc., dba Rosengarten, Smith & Associates, Inc., for sediment testing associated with the development of the PCCA's La Quinta multipurpose ship & barge dock.	233
19. H. Approve purchase order with H&V Equipment Services Inc. to add a side shift feature for the 19,000 lb rough terrain forklift awarded for purchase on September 9, 2014.	302
19. I. Approve a Professional Services Purchase Order with Sage Environmental Consulting, L.P. for environmental consulting services at the Bulk Terminal.	304
19. J. Approve the purchase of a Replacement Storage Area Network (SAN) from the	305

List of Pre-Qualified Companies with the Department of Information Resources.

20. Receive report from the Executive Director on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month: business development, community relations, government affairs, operations, engineering services, accounting, and human resources. 310
21. Receive comments from Port Commissioners on any of the agenda items for this meeting, the PCCA's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items. 350
22. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property on the south side of the Inner Harbor. 351
23. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property on the north side of the Inner Harbor. 352
24. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property in San Patricio County for the development of the La Quinta Terminal. 353
25. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing PCCA's land and warehouse on the north end of Rincon Canal A. 354
26. Adjourn

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
SEPTEMBER 9, 2014**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Congressman Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, September 9, 2014, at 8:25 a.m., for the regular monthly meeting of the Port Commission.

Present:

Ms. Judy Hawley
Mr. Richard Borchard
Mr. Charles Zahn
Mr. Al Jones
Ms. Barbara Canales
Mr. David P. Engel
Mr. Richard Valls

Present:

Mr. John P. LaRue
Mr. Frank Brogan
Mr. Tony Alejandro
Ms. Patricia Cardenas
Mr. Dennis DeVries
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo
Mr. John Pasch
Mr. Tom Mylett
Mr. Darrin Aldrich
Ms. Lynn Angerstein
Ms. Audre Debler
Ms. Sherry DuBois
Mr. Tyler Fuhrken
Ms. Sarah Garza
Ms. Sonya Lopez
Mr. Eddie Martinez
Mr. Jacob Morales
Mr. Bert Perez
Mr. John Slubar
Ms. Maggie Turner
Mr. Richard Hernandez
Mr. Bennie Benavides
Ms. Teresa Betzold
Ms. Liz Cantu
Ms. Peggy Mettlen
Mr. Jesse Samu

Others Present: Mr. Leo J. Welder, Jr.

Others Present: Capt. John Williams
Aransas/CC Pilots
Mr. Chris Ramirez
CC Caller-Times
Mr. Xavier Valverde
G&H Towing
Ms. Jalyn Stineman
Mr. Russ Pickering
US Coast Guard
Mr. Steve Emerson
Emerson Technical Analysis
Mr. Rolando Garza
Lopez Broadcasting
Mr. Don Rodman
Rodman Co.
Mr. Bill English
Cheniere Energy
Mr. Scott Harris
Lockwood, Andrew & Newman
Mr. Dan Murphy
Texas Fuel & Asphalt
Ms. Lynn Spencer
San Patricio EDC
Mayor Pete Perkins
City of Ingleside
Mr. Fred Nardini
San Patricio County
Mr. Bob Paulison
Port Industries
Mr. Joe Harrington
Valero
Capt. Mike Kershaw
Mr. Harry G. Plomarity
Mr. Richard Batty
Mr. Nick Davidson
Leigh Fisher

I.

Chair Hawley called the meeting to order and asked that any conflict of interest affidavits be submitted. None were submitted.

II.

On motion made by Mr. Valls and seconded by Mr. Zahn, the Commission approved the minutes of August 12, 2014 Commission meeting in the form presented to the meeting.

III.

Chair Hawley administered the Oath of Office to newly hired police officers Johnathan Reed and Michael Farmer.

IV.

Chair Hawley asked for comments from the public. None were received.

V.

The Commission received a Windstorm Insurance Reform update from Mr. Zahn.

VI.

The Commission received committee reports from the Chairs of the following Commission committees: Security Committee; Strategic Planning Committee; and Audit Committee.

VII.

The Commission received reports from the following entities on services provided this year associated with their Development Services Agreement with the PCCA: San Patricio County Economic Development Corporation; Coastal Bend Bays and Estuaries Program; and Corpus Christi Regional Economic Development Corporation.

VIII.

On motion made by Mr. Jones and seconded by Mr. Borchard, the Commission approved a professional services purchase order with Leigh Fisher, in the amount of \$55,000, to update PCCA's Strategic Plan. Mr. Jones said he wanted some of this work to take place in an open meeting of the Commission.

IX.

On motion made and seconded, the Commission approved, in the form presented to the meeting, the Third and Final Reading of a Franchise granting The Texas Fuel and Asphalt Company, LLC, the right to cross the south bulkhead line of the Tule Lake Channel from its property adjacent to the channel and related rights.

X.

In connection with the renewal of PCCA's Marine Liability Insurance Program effective October 1, 2014, PCCA's insurance consultant and staff recommended that the Commission approve the purchase of (a) General & Marine Liability Insurance (\$20,000,000 each occurrence, \$50,000 deductible per occurrence) from the Texas Municipal League-Intergovernmental Risk Pool (TML-IRP) for an annual premium of \$86,672; (b) Hull Insurance (\$3,500,000 for Fire Barge and lesser amounts for PCCA's other vessels, with a \$25,000 deductible per occurrence) from the TML-IRP for an annual premium of \$21,080; (c) Excess Protection & Indemnity (Watercraft/Marine Liability) Insurance (\$80,000,000 in excess of \$20,000,000 for Fire Barge only) from Lloyds of London for an annual premium of \$65,568.75; (d) Law Enforcement Liability from the TML-IRP for an annual premium of \$15,909; (e) Errors & Omissions Liability from the TML-IRP for an annual premium of \$33,176; (f) Auto Liability from the TML-IRP for an annual premium of \$19,539; and (g) Auto Physical Damage from the TML-IRP for an annual premium of \$21,595. On motion made by Mr. Jones and seconded by Mr. Valls, the Commission approved the foregoing recommendation for renewal of PCCA's Marine Liability Insurance for the twelve-month period beginning October 1, 2014 for a total renewal premium of \$263,539.75.

XI.

Items **B** and **H** were removed from the Consent Agenda to be acted upon separately. Then, on motion made by Mr. Jones and seconded by Mr. Borchard, Items A, C, D, E, F, and G on the Consent Agenda were approved by one vote, in accordance with the respective staff recommendations furnished to the Commission at the meeting. These items were as follows:

- A.** Award contract to Garrett Construction Company, the lowest and best bidder based on bids received on August 29, 2014, for Roadway and Parking Lot Improvements (2014).
- C.** Award purchase contracts for Rough Terrain Forklifts to H&V Equipment Services Inc. (two forklifts) and Doggett Machinery (one forklift), the lowest and best bidder based on bids received on August 29, 2014.
- D.** Approve purchase of one high density long-range camera system from COHU HD under the U.S. General Services Administration Schedule GS-07F-242AA.
- E.** Approve a Pipeline Easement with NuStar Logistics, LP, for a pipeline crossing the Tule Lake Channel and traversing the north side of the Inner Harbor.
- F.** Approve Site Investigation Access Agreement with Valero Refining-Texas, L.P., to access Oil Dock 11.
- G.** Approve a Service Order with RPS JDC Inc., dba RPS, under its Professional Services Master Agreement, for environmental consulting activities to support environmental staff activities.

After discussing Item **B** on the Consent Agenda, upon motion duly made and seconded, the Commission awarded a contract in the amount of \$49,000 (base bid only) to Facility Solutions Group, the lowest and best bidder based on bids received on August 28, 2014, for Replacement of Generator System for Vessel Tracking Information System at Harbor Island, and granted to the Director of Engineering Services a 10% contingency allowance for change orders under the contract in accordance with PCCA's standard contingency guidelines.

After discussing Item **H** on the Consent Agenda, upon motion duly made and seconded, the Commission approved, in the form presented to the meeting, a Professional Services Master Agreement with Apex TITAN Inc., a subsidiary of Apex Companies, LLC, and an initial Service Order with a not-to-exceed budget of \$66,990 for environmental services associated with investigation and assessment of historical contamination on PCCA property near Navigation Boulevard between the south side of the channel and the Union Pacific railroad tracks.

XII.

Barbara Canales moved that the Commission create a Water Committee which would consider all options ensuring reliable and sustainable water and receive monthly reports from Port Staff regarding water. Mr. Borchard seconded the motion. The motion passed with Commissioners Canales, Valls, Borchard and Hawley voting in favor of the motion, and Commissioners Engel, Jones and Zahn voting against.

Chair Hawley then appointed the whole Commission as the Water Committee and requested that monthly water reports be given by Port staff at each regularly scheduled Commission meeting.

XIII.

The Executive Director reported on the following during his report: Update on Corps of Engineers; TxDot Freight Advisory Task Force update; Port Authority Advisory Committee update; China trip; voestalpine; TPCO; preparation for 2015 budget; and CCREDC update;

XIV.

Chair Hawley asked for comments from Commissioners.

At 11:43 a.m., the Chair announced that the Commission would go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate agenda items 15, 16 and 17.

At 12:20 p.m. the Commission reconvened into open session.

XV.

The following agenda item was for executive session only: Deliberate purchasing property in Nueces and San Patricio Counties.

XVI.

The following agenda item was for executive session only: Receive legal advice from PCCA's counsel regarding The Port of Corpus Christi, LP.

XVII.

The following agenda item was for executive session only: Receive legal advice from PCCA's counsel regarding an online message board for Port Commissioners under §551.006 of the Texas Government Code.

XVIII.

There being no further business, the meeting adjourned at 12:20 p.m.

**Memorandum of Understanding
Between
Port of Corpus Christi Authority and
Tianjin Economic Commission**

To promote communication and cooperation between Tianjin, China and XX, US through friendly negotiation, Tianjin Commission of Commerce, China and XX, US have agreed to:

1. Strengthen friendly contact. Promote all levels visit between both cities, negotiate significant projects and host economic activities. Develop culture exchange, tour, education, etc., and promote mutual understanding to pave the way for future cooperation.
2. Encourage two-way investment. Tianjin makes all-out effort to accelerate construction of the US project invested by Tianjin Pipe Group Corporation, promote investment from relevant supporting enterprises in Tianjin for cluster development. XX encourages and supports enterprises to make investment in Tianjin. Both cities will provide assistance to facilitate investment in each other's city.
3. Promote cooperation in key areas. Promote various kinds of technology exchange activities and cooperation between two cities in key industries, such as XX.
4. Communicate with each other frequently. Promote contact for relevant intermediaries and industry associations. Enhance information exchange for

trade cooperation. Facilitate access to legal consultation, financial management, and financing support. Create a friendly commercial environment.

5. Establish communication mechanism. Each side should appoint its own channel for maintaining timely communication, meeting regularly, discussion in economic and trade cooperation, and promoting project execution.
6. This memorandum is non-binding.
7. This memorandum is in duplicate in Chinese and English, each side has one set.
8. This memorandum is effective with signature by both sides and kept in force for one year. If neither party suggests revise or terminates the memorandum in writing one month before the memorandum expires, it will be extended to another year automatically.

Enterprises intended to join the negotiation:

Enterprises confirmed to join the negotiation:

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 4

**Approve Resolution of Appreciation
for Roland C. Mower**

WHEREAS, Roland C. Mower came to Corpus Christi in July 2005 and assumed the position of president and CEO of the Corpus Christi Regional Economic Development Corporation; and

WHEREAS, Roland has been a leader in the economic development field for 25 years, including management of The Research Valley Partnership Inc., the Northern Colorado Economic Development Corporation, the Fort Collins Economic Development Corporation, the San Luis Valley Development Resources Group, and the Bent County Development Foundation; and

WHEREAS, during his career Roland has been involved with numerous local, state, and national organizations as both a member and a leader, serving on the Leadership Development Committee of the Industrial Asset Management Council, the Economic Developers' Council of Colorado, and Chairman of the Larimer County Workforce Investment Board; and

WHEREAS, Roland collaborated with a range of organizations, including this Port, county and municipal authorities of the Coastal Bend, school districts, Del Mar College, and various state and federal entities; and

WHEREAS, Roland has played a significant role in bringing major investment ventures into the Coastal Bend area, including a \$700 million hot briquetted iron plant by voestalpine Texas Holding, LLC, an Austrian-based company; a \$1 billion plastics plant by M&G Resins USA, an Italian-based company; and a \$1.3 billion investment for a steel pipe producing plant owned by TPCO America, a Chinese firm; and

WHEREAS, Roland's unique talent in seeking out and bringing investors together with regional government has allowed Corpus Christi to currently rank Number Seventeen (up from Number Forty-Four) according to the 2013 Milken Institute Best-Performing Cities Index, Number Two on Forbes Magazine's Best Cities for Jobs in the mid-size category, and Number Twelve in overall cities for growth trends and momentum; and

WHEREAS, Roland ranks **Number One** in talent, enthusiasm, and business expertise and his unique personal philosophy of 'under promise, over deliver' has been instrumental in the growth of this area bringing hundreds of jobs and significant revenue and tax income to the Coastal Bend.

NOW THEREFORE BE IT RESOLVED that the Port Commission of the Port of Corpus Christi Authority expresses its sincere gratitude for the years of service that Roland Mower has given to the Port of Corpus Christi, the Coastal Bend, and the citizens of this community and its thanks for his significant achievement in facilitating the spread of regional cooperation throughout South Texas; and

BE IT FURTHER SOLVED that this resolution be made a part of the permanent minutes of this Port Commission and that a signed original of this Resolution be furnished to Roland his devoted wife, Charlotte.

May God Bless and Keep You on Your Journey

LEAD CONTACT: Frank Brogan; 885-6133; frank@pocca.com

AGENDA ITEM NO. 5

No Attachment

AGENDA ITEM NO. 6

No Attachment

AGENDA ITEM NO. 7

No Attachment

AGENDA ITEM NO. 8

No Attachment

AGENDA ITEM NO. 9

No Attachment

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (“Agreement”) is made by and among Corpus Christi Regional Economic Development Corporation (“CCREDC”), the Port of Corpus Christi Authority (“POCCA”) and John P. LaRue (“Mr. LaRue”).

1. Management Services. The CCREDC, POCCA, and Mr. LaRue agree that Mr. LaRue shall perform interim management services for the CCREDC as the President and Chief Executive Officer during the period that the CCREDC undergoes a search for a replacement. Nothing herein shall make POCCA liable for any responsibilities in connection with the management of the CCREDC, and it is in no way a guarantor or obligor of any kind under this Agreement.

2. Duties. Mr. LaRue shall serve as the Interim President and Chief Executive Officer of CCREDC and will perform such duties as may from time to time be specified by CCREDC’s Board of Directors and/or officers. Mr. LaRue shall perform all services pursuant to this Agreement in accordance with all federal, state and local laws, rules, regulations and bylaws relating to CCREDC, and shall comply with all directives, policies and procedures established by the board of directors of the CCREDC from time to time during the term of this Agreement.

3. Extent of Service. The parties agree that Mr. LaRue shall remain a full-time employee of POCCA during the term of this Agreement and provide the above management services on a part-time basis.

4. Term. The term of this Agreement shall continue for an indefinite period until the earlier to occur of the employment by the CCREDC of a new President and Chief Executive Officer or termination by any party. Each of the CCREDC, POCCA and Mr. LaRue has the right to terminate this Agreement at any time upon written notice.

5. Compensation. Mr. LaRue’s services under this Agreement shall be made as a contribution to the efforts of the CCREDC, and no payment shall be made to him for such services. He shall be entitled to the reimbursement from the CCREDC for his reasonable expenses incurred in the performance of his duties as provided by CCREDC policies.

6. Notice. All notice requirements and other communications indicated shall be in writing and deemed delivered if personally delivered or if deposited in the United States mail sent by registered or certified mail, return receipt requested, addressed as follows:

CCREDC: 800 N. Shoreline, Suite 1300 South
Corpus Christi, Texas, 78401

POCCA: 222 Power Street
Corpus Christi, Texas 78401

LaRUE: 222 Power Street
Corpus Christi, Texas 78401

Any party may change its notice address by written notice.

7. Entire Agreement and Amendment. This writing contains the entire agreement between the parties with respect to this subject matter and is a complete and exclusive statement as to the terms hereof and cancels and supersedes all previous oral and written agreements.

Executed to be effective as of the last date of signature below.

CORPUS CHRISTI REGIONAL ECONOMIC
DEVELOPMENT CORPORATION

PORT OF CORPUS CHRISTI
AUTHORITY

By: _____
Chairman

By: _____
Chairman

John P. LaRue

RESOLUTION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS SUGGESTING THAT FLINT HILLS RESOURCES CORPUS CHRISTI, LLC ACQUIRE, CONSTRUCT, IMPROVE AND COMPLETE CERTAIN SOLID WASTE DISPOSAL FACILITIES AND SEWAGE FACILITIES AT THE COMPANY'S CORPUS CHRISTI REFINING AND PETROCHEMICAL FACILITIES IN NUECES COUNTY, TEXAS, AS HEREINAFTER DESCRIBED, AND AGREEING THAT THE AUTHORITY WILL AT SUCH TIME OR TIMES AS MAY BE APPROPRIATE AUTHORIZE AND ISSUE ONE OR MORE SERIES OF THE AUTHORITY'S REVENUE BONDS FOR THE PURPOSE OF FINANCING SUCH FACILITIES

WHEREAS, Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company (the "Company") operates certain refining and petrochemical facilities in Nueces County, Texas, wholly within the boundaries of Port of Corpus Christi Authority of Nueces County, Texas, located on Suntide Road and on Nueces Bay Boulevard (the "Corpus Christi Plant"); and

WHEREAS, Port of Corpus Christi Authority of Nueces County, Texas (the "Authority") has determined and hereby affirmatively determines that if certain solid waste disposal facilities and sewage facilities (the "Facilities") were acquired, constructed and improved at the Corpus Christi Plant the quality of the environment within the Authority's boundaries will be preserved and enhanced, thus ensuring the continued public health, the public's enjoyment of such environment and the propagation and protection of aerial, terrestrial and aquatic life within the Authority's boundaries. A general description of the Facilities at the Corpus Christi Plant presently planned is set out in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Company has indicated a favorable disposition toward acquiring, constructing and improving the Facilities, and one of the prime contributing factors inducing the Company to undertake and continue such action has been and is the offer of the Authority to issue at such time or times as may be appropriate one or more series of the Authority's revenue bonds (the "Bonds") for the purpose of financing the cost of acquiring, constructing and improving the Facilities and the Authority and Company now consider it desirable that a formal record be made of such offer.

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

1. The Authority hereby agrees to cooperate with the Company in the acquisition, construction and improvement of the Facilities at the Corpus Christi Plant in Nueces County within the boundaries of Port of Corpus Christi Authority of Nueces County, Texas.

2. As an inducement to the Company to acquire, construct and improve the Facilities, the Authority agrees that it will at such time or times as may be appropriate at the request of the Company and in accordance with the applicable laws of the State of Texas and particularly Chapters 30 and 60 of the Texas Water Code, authorize and issue one or more series of the Authority's Bonds in an aggregate principal amount sufficient to pay the cost of such Facilities. Neither the credit nor the taxing power, if any, of the State of Texas or the Authority, or any other political subdivision of the State of Texas, shall be pledged to such Bonds, and such Bonds shall only be payable out of the payments derived from the installment sale agreement described below. The amount of such Bonds is presently estimated to be \$25,000,000, which amount includes without limitation the actual cost of acquisition, construction and improvement of the Facilities, interest during construction, land and interest in land, legal, fiscal, engineering and administrative fees and expenses. In this

connection the Authority agrees it will accept one or more conveyances which may be required for the acquisition, construction and improvements of the Facilities.

It is understood that the Facilities acquired or constructed out of Bond proceeds initially will be owned by the Authority and pursuant to an installment sale agreement or other appropriate agreement in form and content to be agreed upon by the Company and the Authority will be sold and conveyed by the Authority to the Company, and by such agreement the Company will agree to pay to Authority (a) amounts sufficient to cover the Authority's requirements for paying principal, interest, redemption premium, if any, paying agent and trustee fees, and other related charges in connection with such Bonds, (b) all of the Authority's costs and expenses incurred in issuing the Bonds and administering them to final maturity, and (c) such other amounts as shall be agreed upon. It is also contemplated that any installment sale agreement and/or other agreement between the Authority and the Company relating to the Facilities will provide that the Facilities will be operated and maintained without cost to the Authority.

3. In furtherance of the above-mentioned undertakings and in recognition of the complexity and technical nature thereof, and of the Company's expertise, experience and particular knowledge of its requirements, the Authority hereby authorizes the Company to proceed in its discretion, and in accordance with procedures mutually agreeable, to advance its own funds in the acquisition of any properties or interest therein; to make contracts for the design and acquisition of machinery and equipment and appurtenant facilities, the employment of engineers and others; and to make agreements with State, local or federal authorities or agencies having jurisdiction in the field of environmental control, all with the understanding that such properties, or interest therein, machinery, equipment and contracts may be assigned to the Authority when Bonds are issued, and all proper advances of the Company, whether heretofore or hereafter made, together with appropriate interest, may be reimbursed to the Company from the proceeds of the Bonds, upon appropriate showings of the amount so expended and that such expenditures represent proper costs of the Facilities, the sites relating thereto, or the financing thereof.

4. This Resolution, together with the letter agreement hereinafter described and attached as Exhibit B shall be considered an affirmative official action for the issuance of the above-described Bonds in accordance with the purpose of the statutes described herein and Section 1.142-4 of the Income Tax Regulations.

5. The Chairman of the Port Commission of the Authority is further authorized to enter into a letter agreement with Flint Hills Resources Corpus Christi, LLC, substantially in the form attached hereto as Exhibit B, further evidencing the intent of the parties to carry out the commitment of this Resolution.

6. The Chairman and the Vice Chairman are each hereby severally authorized to execute one or more Applications to the Texas Bond Review Board for an allocation of the Texas Private Activity Bond Volume Cap for the Bonds.

7. The Secretary of the Port Commission of the Authority is hereby authorized and directed to transmit to proper representatives of the Company one or more certified copies of this Resolution, and such parties are hereby authorized to rely upon the inducements herein stated in deciding to continue and complete the acquisition, construction and installation of such Facilities.

EXHIBIT A

**FACILITIES TO BE FINANCED BY THE
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
FOR FLINT HILLS RESOURCES CORPUS CHRISTI, LLC (THE "COMPANY")
AT THE COMPANY'S CORPUS CHRISTI REFINING AND PETROCHEMICAL FACILITIES**

The Company owns and operates the Corpus Christi Plant refinery and petrochemical manufacturing facility located on Suntide Road and on Nueces Bay Boulevard, Nueces County, Texas (the "Corpus Christi Plant"). Operation and maintenance of the Corpus Christi Plant produce various solid wastes and solid waste byproducts including, but not limited to: spent catalyst, oil emulsion waste, crude oil processing wastes, waste water treatment sludge and solids, groundwater, coke waste, boiler ash, desulfurizing waste, waste solvent and mixed waste solvent, and other industrial waste solids, semi-solids sludges and slurries. Manufacturing operations also produce various sewage wastes including domestic sanitary waste and industrial sewage.

These wastes must be collected, processed, treated, reduced, altered, stored, disposed or recycled in accordance with applicable regulations and permits. For this purpose, the Company intends to upgrade and improve the existing facilities and construct or acquire new facilities at the Corpus Christi Plant. It is anticipated that these facilities will include, but will not be limited to, process equipment, utilities, support systems and related structures and buildings of the following types:

- ! Wastewater treatment plant, including primary and secondary treatment equipment and clarifiers as well as solids and sludge disposal equipment
- ! Groundwater remediation program
- ! Diesel fuel desulfurizing waste
- ! Biological sludge handling and dewatering
- ! Rainfall runoff water collection and treatment
- ! Waste water separation and segregation
- ! Sewers
- ! Sewage collection and processing
- ! Refinery process water collection and treatment
- ! Coke and other solid waste processing, disposal and recycling
- ! Waste storage and handling
- ! Vacuum residual processing (coking, hydrocracking, gassification and fluid catalytic cracking)
- ! Vacuum residual by-product processing (isomerization, reforming, hydrotreating, fluid catalytic cracking, alkylation, sour gas processing, sour water treatment, sulfur recovery, hydrogen recovery and fuel oil blending)

AGENDA ITEM NO. 11

- ! Spent catalyst processing
- ! Soil remediation
- ! Leachate collection
- ! Equipment cleaning
- ! Upgrades, modifications and improvements to existing facilities for the collection, storage, processing, pre-treatment, treatment, reduction, alteration, disposal and recycling of industrial sewage, waste water, waste solids, semi-solids, sludges and slurries
- ! Components which are functionally related and subordinate to the industrial sewage, waste water and solid waste facilities, including mechanical and electrical auxiliaries, controls and instrumentation, related structures and structural components and site development

EXHIBIT B

October 14, 2014

Flint Hills Resources Corpus Christi, LLC
4111 East 37th Street N.
P. O. Box 2256
Wichita, Kansas 67201

Flint Hills Resources, LLC
4111 East 37th Street N.
P. O. Box 2256
Wichita, Kansas 67201

Ladies and Gentlemen:

This letter agreement constitutes a proposal of the Port of Corpus Christi Authority of Nueces County, Texas (the "Authority") to issue its revenue bonds (the "Bonds") for the purpose of financing solid waste disposal facilities and sewage facilities (the "Facilities") at the Corpus Christi Refining and Petrochemical Facilities of Flint Hills Resources Corpus Christi, LLC (the "Company") in Nueces County, Texas, wholly within the boundaries of Port of Corpus Christi Authority of Nueces County, Texas, located on Sundide Road and on Nueces Bay Boulevard.

(a) The obligations of the parties hereunder are contingent upon obtaining prior to the issuance of the Bonds a ruling from the Internal Revenue Service to the effect that interest on the Bonds will be exempt from federal income tax under the Internal Revenue Code of 1986, as amended, if in the opinion of bond counsel, such a ruling is required, and upon obtaining such other rulings, approvals, consents, certificates, opinions of counsel and other instruments and proceedings satisfactory to the Company as to such matters as the Company deems necessary with respect to the Facilities, the Bonds or any instrument relating thereto, from such governmental agencies and entities, as may possess, or may have asserted authority or jurisdiction over or interest in matters pertaining to the Facilities, all of which shall be in full force and effect at the time of the issuance of the Bonds.

(b) Substantially all of the proceeds of the Bonds shall be used solely to finance the acquisition, construction and improvement of Facilities, or a portion thereof. The Facilities are generally described in Exhibit A attached to the Resolution adopted by the Authority's Port Commission on the 14th day of October, 2014, authorizing the execution and delivery of this letter.

(c) The Bonds shall be in an aggregate principal amount presently estimated to be \$25,000,000, and shall be issued only pursuant to a resolution or resolutions of the Authority's Port Commission which will be approved in writing by the Company. Subject to the terms hereof, the Authority agrees as follows:

(1) To issue the Bonds and, if the Company and the Authority agree, other evidences of indebtedness providing temporary financing of the Facilities which will be issued after the date hereof and be refunded by the Bonds pursuant to legislation heretofore or hereafter enacted which may provide a suitable method of tax exempt bond financing. The Bonds shall be issued in an aggregate principal amount not to exceed the then estimated cost of the Facilities, including the costs of issuance.

(2) To cooperate with the Company with respect to the issuance and sale of the Bonds, and, if arrangements therefor satisfactory to the Company and the Authority can be made, the Authority will authorize the execution of such documents and will take such further action as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the completion of the Facilities.

(d) The Company and the Authority will enter into a contract under the terms of which the Company will unconditionally obligate itself to pay to the Authority (or a trustee, as the case may be) sums sufficient in the aggregate to pay the principal of, interest on and redemption premiums, if any, together with trustee's fees and fees of paying agents, with respect to the Bonds, as and when the same become due and payable.

(e) Upon completion of the acquisition, construction and improvement of the Facilities they shall be transferred to and owned by the Company and shall be operated and maintained by the Company without cost or expense to the Authority.

(f) **Flint Hills Resources, LLC ("Flint Hills") agrees to protect, indemnify and hold the Authority free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof and attorney's fees) arising out of any act or omission of Flint Hills, the Company, their agents or contractors in connection with the acquisition, construction, operation and maintenance of the Facilities.**

(g) Flint Hills agrees to pay to the Authority on behalf of the Company the fees set forth in the Schedule of Fees attached hereto.

(h) The terms of the Bonds (maturity schedules, interest rates, denominations, redemption provisions, etc.) shall be as authorized by Chapters 30 and 60 of the Texas Water Code and other applicable law, and shall be mutually satisfactory to the Company and ourselves.

(i) If the Bonds shall not be issued for any reason, Flint Hills and the Company shall have no obligation under this letter agreement, except for the obligations provided in paragraphs (f) and (g).

(j) It is contemplated that the form and content of all resolutions, contracts, trust indenture and other documents contemplated hereunder will be mutually acceptable to the Company and the Authority.

AGENDA ITEM NO. 11

If the terms of the letter agreement are acceptable to the Company and Flint Hills, please indicate acceptance of this proposal by appropriate execution under the words "Accepted, etc." below.

Yours very truly,

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
Chairman, Port Commission

ACCEPTED as of the ____ day
of October, 2014

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC

By: _____
Authorized Company Representative

FLINT HILLS RESOURCES, LLC

By: _____
Authorized Representative

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

SCHEDULE OF FEES

The fees and expenses of Port of Corpus Christi Authority of Nueces County, Texas (the "Authority") which are to be charged to or reimbursed by Flint Hills Resources Corpus Christi, LLC (the "Company") in connection with the issuance of the Authority's revenue bonds described in the letter agreement attached hereto (the "Bonds") shall be:

- (a) \$2,000.00, payable at the time the Port Commission passes the Inducement Resolution.
- (b) \$4,000.00, payable at the time the Port Commission passes the Bond Resolution.
- (c) To cover continuing administrative costs, \$500.00 per year for each one million dollars, or part thereof, of the principal amount of the Bonds outstanding as of the day prior to each anniversary date of the Bonds. This annual fee is payable within 30 days after each anniversary date of the Bonds.
- (d) Administrative costs and professional fees and expenses incurred by the Authority with respect to continuing compliance with federal securities laws.
- (e) Fees payable by the Authority to Bond Counsel.
- (f) Fees payable by the Authority to its Financial Advisor.
- (g) Fees payable by the Authority to the Authority's Counsel for work relating to the issuance of the Bonds.
- (h) All expenses incurred by the Authority, its officers, financial advisor and counsel, in relation to the issuance of the Bonds.
- (i) If additional bonds or refunding bonds are issued subsequent to the initial issue, a fee of \$5,000.00 shall be payable at the time the Port Commission passes the bond resolution authorizing the additional bonds or refunding bonds.

The foregoing fees and expenses shall be paid by the Company whether or not the Bonds are actually issued.



FLINT HILLS
resources

October 10, 2014

Port of Corpus Christi Authority of
Nueces County, Texas
222 Power Street
Corpus Christi, Texas 78401

Ladies and Gentlemen:

Flint Hills Resources Corpus Christi, LLC ("Flint Hills") intends to construct improvements in the next several years at its Corpus Christi refinery and petrochemical facility that could include up to \$25 million in sewage and solid waste disposal facilities that could qualify for tax-exempt bond financing.

In the past, the Port of Corpus Christi has issued bonds for such facilities for Flint Hills. Flint Hills requests that the Port of Corpus Christi adopt an "Inducement Resolution" with respect to the facilities in contemplation of the possible upcoming issuance of bonds in the future.

Thanks you for your consideration of this matter.

Very truly yours,

Wade D. Marquardt
Managing Director Finance, Procurement & Treasurer

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 12

Approve a Resolution Expressing Official Intent to Issue PCCA Revenue Bonds to Reimburse the Port of Corpus Christi Authority for Capital Expenditures Made in Connection with Various PCCA Projects and Approve the Engagement of Bond Counsel, Financial Advisor and Senior Managing Underwriter in Connection with the Issuance of the Bonds

The Port of Corpus Christi Authority (Port) is engaged in a robust capital expansion phase that will include the design, planning, land acquisition, construction and equipping of new and existing Port facilities to accommodate both current and future growth in cargo volumes, vessel traffic and business opportunities. In order to facilitate funding of this capital expansion phase and to expedite their placement in service, the Port has identified a number of projects for bond financing. The projects include the following.

- (a) Lift Bridge Foundation and Fender System Removal: Removal of the remaining pier foundation and fender system of an old lift bridge; currently not expected to exceed **\$18,000,000**.
- (b) Oil Dock 3 Barge Dock Expansion: Expansion of an existing public oil dock; currently not expected to exceed **\$12,000,000**.
- (c) Access Road and Rail Track Expansion and Realignment to Bulk Terminal/Interchange Yard: Construction of roads and rail tracks and the realignment of existing tracks between the Nueces River Rail Yard and the Bulk Terminal and adjacent interchange yard; currently not expected to exceed **\$10,000,000**.
- (d) Nueces River Rail Yard - Phase II: Construction and expansion of the Nueces River Rail Yard; currently not expected to exceed **\$6,000,000**.
- (e) Construction of Ship Dock at Oil Dock 14: Construction of a public oil dock; currently not expected to exceed **\$28,000,000**.
- (f) Construction of Barge Mooring Area: Construction of a fleeting facility for barge mooring; currently not expected to exceed **\$10,000,000**.

It is staff's intent for the Port to use the proceeds from the sale of Port revenue bonds to reimburse the Port for capital expenditures made in connection with these projects.

In addition, to facilitate the sale of these bonds staff recommends that the Port engage the services of following bond counsel, financial advisor and underwriter.

- (a) McCall, Parkhurst & Horton, LLP, acting as bond counsel to the Port in connection with the issuance of Bonds; to be paid for their services in accordance with their normal fee schedule for bond issues of this type.
- (b) M. E. Allison & Co. Inc., acting as financial advisor for the Port in connection with the issuance of Bonds; to be paid for their services in accordance with their normal fee schedule for bond issues of this type.
- (c) Wells Fargo Securities, LLC, acting as senior managing underwriter in connection with the issuance of Bonds; to be paid for their services in accordance with their underwriting agreement or bond purchase agreement for the bonds.

Staff recommends approval of the attached resolution which expresses official intent to use proceeds from the sale of bonds to reimburse the Port for capital expenditures made in connection with the foregoing projects and the second attached resolution which authorized the engagement of the services of McCall Parkhurst & Horton, LLP, as bond counsel; M.E. Allison & Co. Inc. as financial advisor; and Wells Fargo Securities as senior managing underwriter in connection with the issuance of bonds.

LEAD CONTACT: John P. LaRue; 885-6189; john@pocca.com

**RESOLUTION REGARDING THE
ISSUANCE OF GENERAL REVENUE OBLIGATIONS**

WHEREAS, Port of Corpus Christi Authority of Nueces County, Texas (the "Authority") is a governmental agency of the State of Texas existing as a conservation and reclamation district and operating as a navigation district under Article 16, Section 59, of the Texas Constitution and the laws of the State of Texas, particularly Chapters 60 and 62, Texas Water Code, as amended;

WHEREAS the Authority is governed by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas (the "Port Commission"); and

WHEREAS, on October 14, 2014, the Port Commission adopted a Resolution stating that the Authority reasonably expects to incur debt, as one or more series of obligations ("Obligations"), with an aggregate maximum principal amount currently estimated not to exceed \$84,000,000, a portion of the proceeds of which are expected to be used for the purpose of paying the costs of the following projects:

- (a) Lift Bridge Foundation and Fender System Removal - removal of the remaining pier foundation and fender system of an old lift bridge (currently expected not to exceed \$18,000,000);
- (b) Oil Dock 3 - Barge Dock Expansion - expansion of an existing public oil dock (currently expected not to exceed \$12,000,000);
- (c) Access Road and Rail Track Expansion and Realignment to Bulk Terminal/Interchange Yard - construction of roads and rail tracks and the realignment of existing tracks between the Nueces River Rail Yard and the bulk terminal and adjacent interchange yard (currently expected not to exceed \$10,000,000);
- (d) Nueces River Rail Yard - Phase II - construction and expansion of the Nueces River Rail Yard (currently expected not to exceed \$6,000,000);
- (e) Oil Dock 14 - Construction of Ship Dock - construction of a public oil dock (currently expected not to exceed \$28,000,000); and
- (f) Construction of Barge Mooring Area - construction of a fleeting facility for barge mooring (currently expected not to exceed \$10,000,000);

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

Section 1. The law firm of McCall, Parkhurst & Horton, LLP, shall be engaged as bond counsel to the Authority in connection with the issuance of the Obligations and shall be paid for their services in accordance with their engagement letter present to the Port Commission at this meeting.

Section 2. M. E. Allison & Co., Inc., shall be engaged as the Authority's financial advisor in connection with the issuance of the Obligations and shall be paid for their services in accordance with their engagement letter presented to the Port Commission at this meeting.

Section 3. Wells Fargo Securities, Inc., shall serve as the as the Senior Managing Underwriter in connection with the issuance and sale of the Obligations and shall be paid for their services in accordance with their underwriting agreement or bond purchase agreement for the Obligations.

Section 4. The Executive Director of the Authority is hereby authorized and directed, for and on behalf of the Authority, to execute the engagement letters with McCall, Parkhurst & Horton, LLP, and M. E. Allison & Co., Inc., in substantially the form presented to this meeting.

Section 5. The Obligations will be issued only after the Port Commission has adopted a resolution authorizing the issuance of the Obligations, in one or more series of Obligations, at a subsequent meeting or meetings of the Port Commission.

Section 6. This Resolution shall become effective on the date of its adoption, October 14, 2014.

RESOLUTION

**EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF
VARIOUS IMPROVEMENTS AND OTHER MATTERS RELATED
THERE TO**

**THE STATE OF TEXAS :
COUNTY OF NUECES :
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS :**

WHEREAS, the **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS** (the "**Authority**") is a political subdivision of the State of Texas and is authorized to issue bonds pursuant to the laws of the State of Texas; and

WHEREAS, the Authority expects to pay capital expenditures in connection with the design, planning, acquisition, construction and equipping of the following improvements (the "Projects") prior to issuance of bonds to finance the Projects:

- (a) Lift Bridge Foundation and Fender System Removal - removal of the remaining pier foundation and fender system of an old lift bridge (currently expected not to exceed \$18,000,000);
- (b) Oil Dock 3 - Barge Dock Expansion - expansion of an existing public oil dock (currently expected not to exceed \$12,000,000);
- (c) Access Road and Rail Track Expansion and Realignment to Bulk Terminal/Interchange Yard - construction of roads and rail tracks and the realignment of existing tracks between the Nueces River Rail Yard and the bulk terminal and adjacent interchange yard (currently expected not to exceed \$10,000,000);
- (d) Nueces River Rail Yard - Phase II - construction and expansion of the Nueces River Rail Yard (currently expected not to exceed \$6,000,000);
- (e) Oil Dock 14 - Construction of Ship Dock - construction of a public oil dock (currently expected not to exceed \$28,000,000);
- (f) Construction of Barge Mooring Area - construction of a fleeting facility for barge mooring (currently expected not to exceed \$10,000,000); and

WHEREAS, the Authority finds, considers, and declares that the reimbursement of the Authority for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Authority and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Projects;

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

SECTION 1. EXPECTATION TO INCUR DEBT. The Authority reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount currently estimated not to exceed \$84,000,000, a portion of the proceeds of which are expected to be used for the purpose of paying the costs of the Projects.

SECTION 2. REIMBURSEMENT OF PRIOR EXPENDITURES. All costs to be reimbursed pursuant hereto will be capital expenditures within the meaning of Section 1.150-2 of the Treasury Regulations. No tax-exempt obligations will be issued by the Authority in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3. THREE-YEAR LIMITATION FOR REIMBURSEMENT. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4. PUBLIC RECORD. The Authority directs that this Resolution shall be maintained as a public record available for inspection by all persons in accordance with the provisions of Chapter 552, Texas Government Code, and that no later than 30 days after this date, this Resolution will be made available for inspection by all members of the general public at the offices of the Authority.

***PASSED AND APPROVED BY THE PORT COMMISSIONERS OF THE PORT OF
CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS AT A REGULAR
MEETING HELD ON THIS 14TH DAY OF OCTOBER, 2014.***

Chairman, Port Commission

ATTEST:

Secretary, Port Commission

(PORT SEAL)

APPROVED AS TO FORM:

By: _____
General Counsel

[Signature Page to 2014 Reimbursement Resolution]

LAW OFFICES
M^cCALL, PARKHURST & HORTON L.L.P.

717 NORTH HARWOOD
NINTH FLOOR
DALLAS, TEXAS 75201-6587
TELEPHONE: 214 754-9200
FACSIMILE: 214 754-9250

700 N. ST. MARY'S STREET
1525 ONE RIVERWALK PLACE
SAN ANTONIO, TEXAS 78205-3503
TELEPHONE: 210 225-2800
FACSIMILE: 210 225-2984

600 CONGRESS AVENUE
1800 ONE AMERICAN CENTER
AUSTIN, TEXAS 78701-3248
TELEPHONE: 512 478-3805
FACSIMILE: 512 472-0871

October 14, 2014

Mr. John P. LaRue
Executive Director
Port of Corpus Christi Authority
of Nueces County, Texas
222 Power Street
Corpus Christi, Texas 78401

**RE: AGREEMENT TO PROVIDE BOND COUNSEL SERVICES TO THE
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**

Dear Mr. LaRue:

Thank you for the opportunity to submit this letter which will outline our agreement to provide services as Bond Counsel to the **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS** (the "**Port**") in connection with the Port's issuance of revenues bonds, in one or more series, (hereinafter referred to as the "**Bonds**") to provide the funds required to finance costs relating to various Port improvements.

SCOPE OF ENGAGEMENT

In connection with the issuance of Bonds, we will perform all usual and necessary legal services as Bond Counsel. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the authorization, sale, and delivery of Bonds, including the following as they apply:

1. Prepare all instruments pursuant to which the Bonds will be authorized, secured, sold, and delivered in consultation with the Port's staff, the Port Commission, the Port's Financial Advisor, and other officials and consultants of the Port.
2. Attend meetings of the Port Commission and meetings with the Port's staff to the extent required or requested.
3. Submit the documents related to the issuance of Bonds to the Attorney General of the State of Texas for approval and obtain the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, as required by law.

*Port of Corpus Christi Authority of Nueces County, Texas
Agreement to Provide Bond Counsel Services
October 14, 2014
Page 2*

4. Supervise the printing, execution, and delivery of Bonds to the purchasers of the Bonds, or coordinate the preparation of initial Bonds to be delivered to the Depository Trust Company ("DTC") in connection with DTC's book-entry-only system at the request of the purchasers.
5. When so delivered, render an opinion (the "***Bond Opinion***") regarding the validity of the Bonds under Texas law and the tax status of the interest thereon under federal income tax laws.
6. Provide post-issuance advice, as may be requested by the Port, concerning such subjects as arbitrage and rebate matters relating to the Bonds, if applicable, and the application of Bond proceeds.

Our Bond Opinion will be delivered by us on the date Bonds are exchanged for their purchase price. The Port and the purchasers of the Bonds, as applicable, will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Port with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Port to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Port will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Port in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Port's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Port will not affect, however, our responsibility to render an objective Bond Opinion.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Port, one or more of our present or future clients will have transactions with the Port. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Port's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES AND EXPENSES

If and when the Bonds are issued and delivered, our Bond Opinion fee will be equal to \$10,000 for the first \$1,000,000 in principal amount of such obligations, plus \$5.00 per \$1,000 in principal amount for the next \$4,000,000, plus \$1.00 per \$1,000 in principal amount for the remaining principal amount of such obligations. For example, a bond issuance in the amount of \$50,000,000 would equal to a Bond Opinion fee of \$75,000.00.

Our Bond Opinion fee is contingent upon the actual issuance and delivery of the Bonds. No Bond Opinion fee will be due the firm in connection with the issuance of the Bonds if the Port does not issue and deliver such Bonds.

We would also request to be reimbursed for reasonable out-of-pocket expenses (i.e., costs for travel, photocopies, telecopies, long distance telephone, overnight courier and delivery services, transcript binding, and publication of required notices, if any) related to the issuance and delivery of the Bonds, which generally ranges from between \$2,000 and \$2,500. In addition, state law requires the Port to pay a nonrefundable examination fee to the Attorney General in connection with the issuance of a series of Bonds (see Section 1202.004, Texas Government Code, as amended) equal to 1/10th of 1% of the principal amount of the Bonds, subject to a minimum fee of \$750 and a maximum fee of \$9,500 for each series.

*Port of Corpus Christi Authority of Nueces County, Texas
Agreement to Provide Bond Counsel Services
October 14, 2014
Page 4*

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

CONCLUSION

We greatly appreciate the opportunity to serve the Port as Bond Counsel and to submit this agreement for services. If you have any questions regarding this agreement, please feel free to contact the undersigned.

[The remainder of this page intentionally left blank]

Port of Corpus Christi Authority of Nueces County, Texas
Agreement to Provide Bond Counsel Services
October 14, 2014
Page 5

ACCEPTANCE

If the Port finds the terms in this letter acceptable, please indicate your acceptance and agreement of this engagement letter by signing on the line provided below.

Cordially yours,

McCALL, PARKHURST & HORTON L.L.P.

By:	_____ Noel Valdez
Title:	Partner
Date:	_____

ACCEPTED AND AGREED TO:

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

By:	_____ John P. LaRue
Title:	Executive Director
Date:	_____

TELEPHONE:
210-930-4000
FAX:
210-930-4001

TELEPHONE:
361-861-1131
FAX:
361-881-9220

M. E. Allison & Co., Inc.

INVESTMENT BANKERS

*950 East Basse Road
Second Floor
San Antonio Texas 78209-1831*

*800 North Shoreline Blvd.
South Tower Suite 1701
Corpus Christi Texas 78401-3707*

October 6, 2014

The Port of Corpus Christi Authority
of Nueces County, Texas
P. O. Box 1541
Corpus Christi, TX 78403

Re: **Financial Advisor Agreement**

Ladies and Gentlemen:

In regard to serving as The Port of Corpus Christi Authority of Nueces County, Texas (the "Authority") financial advisor, agent and consultant, we submit the following proposal or agreement for your approval and acceptance:

1. Term. This agreement shall be for a period of three (3) years commencing October 14, 2014. The Authority shall have the option to renew and extend the Agreement upon the expiration of the initial term or a subsequent term hereunder, or the same terms and conditions (including the provision relating to compensation) for up to two (2) additional one (1) year periods, unless terminated sooner as provided herein.
2. Duties. The duties and responsibilities to be performed under this agreement include consulting and advising the Authority in the development and implementation of a plan of financing to meet the capital borrowing needs of the Authority, and as to other financial matters incident and related thereto.
3. Compensation. For the plan of financing developed and implemented hereunder, the compensation for services rendered shall be based on a percentage of the financing, which will be computed on the attached Exhibit A, Financial Advisor Fee Schedule. The fee will be computed on the size of the issue, and will be due and payable from the proceeds of the sale of a debt instrument. We would expect to be reimbursed for our actual out-of-pocket expenses for telephone, photocopying, facsimile transmission, printing, computer, if any, expenses incurred on behalf of the Authority and travel incurred in connection with ratings or Closing of such debt instrument.

Continued...

M. E. Allison & Co., Inc.
INVESTMENT BANKERS

October 6, 2014

The Port of Corpus Christi Authority
of Nueces County, Texas
Re: **Financial Advisor Agreement**

Page 2

4. **Special Conditions.** In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:
- a. M. E. Allison & Co., Inc. will incur and pay on behalf of the authority the approved expenses in relation to the issuance of the Obligations and will submit said expenses for reimbursement at Closing. Approved expenses will include, but not be limited to, printing, shipping and posting of Official Statement, printing of Bonds, and travel expenses in relation thereto, Bond sale advertisements, municipal bond insurance premiums, Attorney General's fees, etc.
 - b. The Authority will pay Bond Attorney, Rating Agency fees and Paying Agent/Registrar directly or will direct M. E. Allison & Co., Inc. to pay these fees on behalf of the Authority from the cost of issuance proceeds subsequent to the closing of the transaction.
 - c. The Authority will at all times remain responsible for all fees incurred on behalf of the Authority in relation to the proposed issuance of obligations. In the event the contemplated issue is not completed, the Authority will not owe the financial advisor fee to M. E. Allison & Co., Inc., but the Authority will remain responsible for all expenses incurred by the Firm on behalf of the Authority as well as all direct expenses of the Authority including Bond Attorney and Rating Agency fees.
5. **Termination.** Upon termination of this agreement, an extension may be requested and approved, or the agreement shall be automatically terminated, except as to any work in progress which shall proceed to completion; and we shall be entitled to recover actual expenses previously authorized by the Authority and incurred in a reasonable amount to that time. This agreement may be terminated at any time by either of us by giving thirty (30) days written notice to the other party.

This proposal is submitted in duplicate originals. When accepted by the Authority, it will constitute the entire agreement between the Authority and the undersigned for the purpose and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the returning of one executed copy to us.

Continued...

M. E. Allison & Co., Inc.
INVESTMENT BANKERS

October 6, 2014

The Port of Corpus Christi Authority
of Nueces County, Texas
Re: **Financial Advisor Agreement**

Page 3

Respectfully submitted,

M. E. ALLISON & CO., INC.

By 
Authorized Representative

ACCEPTED on behalf of The Port of Corpus Christi Authority of Nueces County, Texas
the _____ day of _____, 2014.

By _____
Executive Director

ATTEST:

Corporate Secretary

M. E. Allison & Co., Inc.
INVESTMENT BANKERS

EXHIBIT A

FINANCIAL ADVISORY FEE SCHEDULE

GENERAL OBLIGATION BONDS

<u>More than</u>	<u>And Not More than</u>	
\$	\$ 250,000	\$7,500 plus \$20.00 per \$1,000 for all over \$150,000
250,000	350,000	\$9,500 plus \$10.00 per \$1,000 for all over \$250,000
350,000	500,000	\$10,500 plus \$8.00 per \$1,000 for all over \$350,000
500,000	700,000	\$11,700 plus \$7.00 per \$1,000 for all over \$500,000
700,000	1,000,000	\$13,100 plus \$6.00 per \$1,000 for all over \$700,000
1,000,000	1,500,000	\$14,900 plus \$5.00 per \$1,000 for all over \$1,000,000
1,500,000	5,000,000	\$17,400 plus \$3.00 per \$1,000 for all over \$1,500,000
5,000,000	10,000,000	\$27,900 plus \$1.65 per \$1,000 for all over \$5,000,000
10,000,000	20,000,000	\$36,150 plus \$1.00 per \$1,000 for all over \$10,000,000
20,000,000	No Limit	\$46,150 plus \$0.85 per \$1,000 for all over \$20,000,000

REVENUE BONDS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
REFUNDING BONDS, OBLIGATIONS USING A REVENUE SOURCE AS REPAYMENT, DIRECT
SUBSIDY OBLIGATIONS OR LEASE PURCHASE

In the event the Bonds to be issued are Revenue Bonds or Combination Tax and Revenue Certificates of Obligation, Refunding Bonds, Obligations using a revenue source as repayment, Direct Subsidy Obligations or Lease Purchase, the fee shall be the amount computed from the above schedule, plus 25%.



Port of Corpus Christi

Presentation of Investment Banking Services Qualifications

September 16, 2014



September 16, 2014

John P. LaRue
 Executive Director
 Port of Corpus Christi Authority
 222 Power Street
 Corpus Christi, Texas 78401
john@pocca.com

RE: Proposal to Serve as Senior Managing Underwriter for the Proposed Port Revenue Bonds

Dear Mr. LaRue:

Wells Fargo Securities (“Wells Fargo” or the “Firm”) and their team members have been pleased to serve the Port of Corpus Christi Authority (“PCCA or Port”) over the last seven years as a strategic advisor on the development of the LaQuinta Trade Gateway. Ultimately developing LaQuinta has been a major strategic initiative of PCCA during the last decade. As a result of the increased cargo activity benefiting from the exploration of natural gas in Southwestern Texas, in addition to the recent development of LaQuinta and the new ship channel, PCCA is evaluating the possibility of issuing Port Revenue bonds to support future infrastructure investments and to reimburse PCCA for certain other improvements. Currently PCCA does not have any outstanding debt. Given our past experience, we have a strong understanding of the Port’s strategic plans and goals for the potential financing. To this end, we respectfully request that we serve as Senior Managing underwriter on the proposed issuance of Port revenue bonds. Attached we have presented our qualifications and experience to serve as Senior Manager. In reviewing this request, we highlight the following:

Commitment to PCCA. Over the last 7 years, Wells Fargo has demonstrated that PCCA is one of our most valued clients by assisting PCCA with the successful execution of the tenant negotiations and lease structure for the initial investment in LaQuinta. The final outcome was the culmination of years of outreach to various private-side partners and various cargo products. Ultimately, the lease negotiations with Voestalpine represented a successful conclusion for Phase 1, preserving significant land for future development and therefore preserving PCCA’s financial flexibility for future development.

A Leader in National Municipal Finance. During a period of instability on Wall Street when many major firms have reduced their commitment to the municipal marketplace, Wells Fargo is creating one of the largest and strongest municipal finance organizations in the industry. Nothing proves our point better than results. Last year, our firm was ranked 7th in total senior managed financings, having senior managed 214 negotiated and competitive long-term municipal new issues totaling over \$16.9 billion. This included \$1.5 billion for Texas issuers as well as \$1.9 billion for transportation issuers nationally. Specifically relevant to the Port, Wells Fargo has committed a tremendous amount of resources to expanding our capabilities and support of our port clients. The results of this expansion are evident in our recent successes and Wells Fargo’s involvement in the port sector continues to grow. Since January 2011, Wells Fargo has participated in \$1.4 billion in par amount worth of port transactions, including \$465 million in negotiated senior managed transactions; this includes the recently senior managed \$337.3 million transaction for the Harbor Department of the City of Los Angeles, California.

Broad Distribution Network. Wells Fargo offers the Port access to one of the nation’s most extensive distribution networks in the industry, including broad access to a wide array of retail, middle market, and institutional buyers. Wells Fargo maintains the 3rd largest retail brokerage nationwide through Wells Fargo Advisors, LLC (“WFA”). Nationally, WFA consists of over 15,000 financial advisors, including 631 retail brokers in 51 offices located within Texas. Indeed, within the State, WFA oversees more than 440,000 accounts with over \$81 billion in assets under management. In addition, our retail sales strength is further augmented by Wells Fargo’s 13 municipal institutional salespeople, who cover the largest institutional buyers in the municipal market, and approximately 170 member middle market sales force, which provides broad coverage of Tier 2 and Tier 3 institutional accounts.

A Full Service Platform with Unparalleled Financial Strength. Wells Fargo Bank, N.A. (“WFBNA”) is one of the best capitalized banks in the Country with nearly \$140 billion of risk based capital, \$1.4 trillion in assets and one of the highest-rated credit profiles of all our competitors with long-term credit ratings of Aa3/AA-/AA- and short-term credit ratings of P-1/A-1+/F1+ by Moody’s, S&P, and Fitch, respectively. We have consistently demonstrated our willingness

to commit our capital in credit and capital markets transactions alike. Indeed, the unique organization of Wells Fargo (which combines commercial and investment banking under one umbrella) allows us to ensure that clients like the Port are served by an integrated team that can provide a range of comprehensive solutions, including bank products, treasury management services, underwriting, direct lending, and a suite of other products and services. Additionally, Wells Fargo has not imposed any prohibition on underwriting unsold balances for our municipal clients and has been aggressive in committing capital for our clients' benefit including extending credit for liquidity facilities, direct purchases, purchases of unsold balances to support capital market transactions, committing resources to be a significant player in the competitive underwriting market. The Port can rest assured that Wells Fargo has sufficient capital and the ability to utilize that capital to help the achieve any of its current and future financing needs.

Commitment to Texas and its Economy. Wells Fargo's presence in and commitment to the State is unsurpassed. Over 20,000 of our 265,000 employees live and work in Texas, making us one of the largest employers in the State. We have four government commercial banking officers, 11 investment bankers, 15 institutional sales professionals and 631 retail financial advisors in 51 offices across the State. Wells Fargo serves the State's banking needs with over 700 banking centers and over 1,000 ATMs and contributed over \$10 million to over 1,000 Texas charities and non-profit organizations in 2010. Given this extremely large presence, our Texas corporate citizenship is of vital importance to Wells Fargo.

Given our accomplishments noted above and support of PCCA, we would be pleased to serve as Senior Manager for the Port. Your business is of the utmost importance to us and we can personally assure you that you will continue to receive the highest level of attention from our team and the company. If you have any questions or need additional information, please call me directly.

Very truly yours,



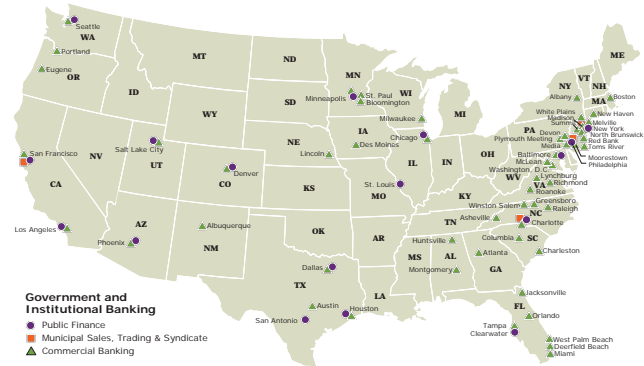
Kevin Carney, *Director*

Tel: (212) 214-6557

kevin.g.carney@wellsfargo.com

1. Firm Overview

Government & Institutional Banking Group. Wells Fargo conducts its municipal investment banking business through its Government and Institutional Banking Group (“GIB Group”), which is headquartered in Charlotte, North Carolina. The GIB team includes over 570 government banking and municipal market professionals in Government Banking, Public Finance Banking, Bond Underwriting and Trading, and Institutional Sales in over 30 offices nationwide. The cohesive, all-encompassing nature of GIB allows each business component to collaborate fluidly and provide clients with comprehensive support that optimally addresses their complete range of financing needs.



The Public Finance Banking Group is comprised of 150 investment banking professionals and is committed to serving government, transportation, K-12, higher education, health care and other nonprofit institutions in every facet of the municipal market. Wells Fargo uniquely aligns client coverage to maximize the knowledge, experience, and expertise of our banking professionals in an effort to best serve our clients.

The Credit Strategies Group includes two professionals in Public Finance who assist municipal clients in developing customized credit strategies that enable them to preserve their credit quality while achieving financing goals and needs. This specialized team understands the various rating agency perspectives and possesses the depth of experience to effectively guide the Port through the ratings process for its inaugural transaction.

The Bond Underwriting and Trading Group includes 28 experienced municipal market professionals who aggressively underwrite competitive and negotiated municipal bond issues nationwide. This group is also a very active participant in the secondary market and maintains substantial positions in all types of municipal bonds.

The Retail Brokerage Liaison oversees the distribution of municipal bond issues and is augmented by Wells Fargo’s retail brokerage unit, Wells Fargo Advisors, LLC (“WFA”), which is the nation’s 3rd largest retail brokerage firm with approximately \$1.4 trillion in client assets and 15,189 financial advisors. WFS’ municipal bond trading desk includes a retail liaison who actively markets and coordinates the information flow of municipal product offerings to WFA, in an effort to optimize our distribution capabilities to retail investors.

The Institutional Sales Group includes 15 sales professionals that concentrate their efforts on selling municipal offerings to institutional buyers throughout Texas and the United States.

The Capital Strategies Group consists of 5 experienced municipal market professionals who offer on balance sheet solutions as an alternative to traditional capital markets underwriting.

In addition to these groups, Wells Fargo & Co.’s retail brokerage unit, Wells Fargo Advisors, is comprised of over 15,000 registered representatives in all 50 states which ranks as the 3rd largest retail brokerage firm in the nation by number of financial advisors.

Rating Strength. As detailed at right, Wells Fargo Bank, N.A. is one of the premier U.S. domiciled banks with strong credit ratings of Aa3/AA-/AA- by Moody’s, S&P, and Fitch, respectively. In fact, unlike many firms, Wells Fargo has strengthened its credit ratings during various bank downgrades in recent years. For instance, in June 2012, Moody’s announced bank downgrades for several firms with global capital markets obligations. Multiple institutions were downgraded by several notches on their banks’ operating companies which are where the letter of credit and standby facilities are located. However, Wells Fargo was not downgraded

	Bank Credit Ratings								
	Moody's			S&P			Fitch		
	LT	ST	Outlook	LT	ST	Outlook	LT	ST	Outlook
Wells Fargo Bank	Aa3	P-1	Stable	AA-	A-1+	Stable	AA-	F1+	Stable
JPMorgan Chase Bank	Aa3	P-1	Stable	A+	A-1	Stable	A+	F1	Stable
Barclays Bank	A2	P-1	Neg	A	A-1	Neg	A	F1	Stable
Goldman Sachs Grp	Baa1	P-2	Stable	A-	A-2	Neg	A	F1	Stable
Citibank	A2	P-1	Stable	A	A-1	Stable	A	F1	Stable
Morgan Stanley	Baa2	P-2	Pos	A-	A-2	Neg	A	F1	Stable
Bank of America	A2	P-1	Stable	A	A-1	Neg	A	F1	Neg

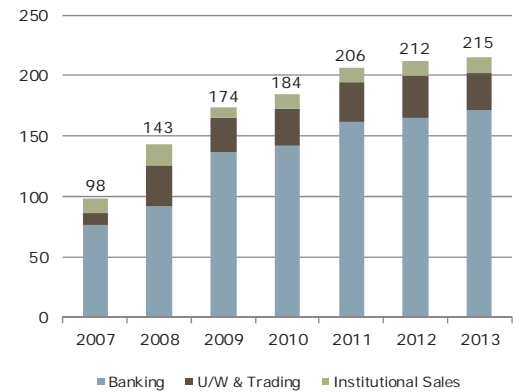
Sources: Moody's, Standard & Poor's, Fitch as of August 22, 2014.

during the rating actions and our outlook was revised to stable from negative. Additionally, in June 2013, S&P updated Wells Fargo's outlook to stable from negative while maintaining negative outlooks on a number of our peers due to company-specific factors.

Commitment to Public Finance. In an effort to offer our municipal clients the highest level of service and expertise, Wells Fargo has continuously sought to broaden our services and product offerings to municipal issuers and investors alike. As such, while many of Wall Street's largest firms have made extensive public finance cutbacks over the past several years, Wells Fargo instead added 41 municipal professionals between the years 2010 and 2013, including 31 public finance investment bankers across the nation.

Wells Fargo continues to grow its Public Finance practice, and over the past five years has been the fastest growing senior managing underwriter in the country. As evidenced below, Wells Fargo has continued to gain market share on negotiated transactions, rising from 4.7% in 2012 to 5.2% in 2013, then rising again to 6.1% through the first half of 2014.

Wells Fargo's Public Finance Growth (2007 to 2013)



Negotiated Long-term Municipal New Issues Full Credit to Book Manager (Equal if Joint) 2012				Negotiated Long-term Municipal New Issues Full Credit to Book Manager (Equal if Joint) 2013				Negotiated Long-term Municipal New Issues Full Credit to Book Manager (Equal if Joint) 2014 (1/1/2014 - 6/30/2014)			
Managing Underwriter	Par Amount (\$ mil)	Rank	Mkt. Share	Managing Underwriter	Par Amount (\$ mil)	Rank	Mkt. Share	Managing Underwriter	Par Amount (\$ mil)	Rank	Mkt. Share
Bank of America Merrill Lynch	38,568.5	1	13.2	Bank of America Merrill Lynch	29,532.4	1	12.2	Bank of America Merrill Lynch	12,188.2	1	11.3
Citi	31,554.4	2	10.8	Citi	27,687.4	2	11.4	Citi	10,654.7	2	9.9
J P Morgan Securities LLC	31,084.8	3	10.6	J P Morgan Securities LLC	26,988.6	3	11.1	J P Morgan Securities LLC	10,207.1	3	9.5
Morgan Stanley	22,526.1	4	7.7	Morgan Stanley	17,972.2	4	7.4	Morgan Stanley	9,761.9	4	9.1
RBC Capital Markets	20,145.2	5	6.9	RBC Capital Markets	16,782.2	5	6.9	RBC Capital Markets	8,092.0	5	7.5
Barclays	18,804.7	6	6.4	Goldman Sachs & Co	16,249.7	6	6.7	Barclays	7,040.6	6	6.6
Goldman Sachs & Co	16,707.0	7	5.7	Barclays	12,827.0	7	5.3	Wells Fargo & Co	6,579.8	7	6.1
Wells Fargo & Co	13,646.6	8	4.7	Wells Fargo & Co	12,502.5	8	5.2	Goldman Sachs & Co	5,443.6	8	5.1
Piper Jaffray & Co	9,118.3	9	3.1	Piper Jaffray & Co	8,691.5	9	3.6	Raymond James	4,483.1	9	4.2
Raymond James	9,040.2	10	3.1	Raymond James	8,220.2	10	3.4	Stifel Nicolaus & Co Inc	4,459.1	10	4.2
Industry Total	293,090.1	-	100.0	Industry Total	242,534.8	-	100.0	Industry Total	107,481.8	-	100.0

2. Capital Strength

Wells Fargo Bank, N.A. ("WFBNA") is the legal entity that provides municipal securities underwriting services for Wells Fargo & Company. As a national bank registered with the SEC as a municipal securities dealer, WFBNA is not subject to the SEC's net capital rules that apply to broker-dealers. WFBNA is, however, subject to capital regulations prescribed by the Office of the Comptroller of the Currency ("OCC"), which is the regulatory authority for national banks. As of March 31, 2014, WFBNA maintained total equity capital of over \$139 billion, total risk-based capital of over \$140 billion, and Tier 1 capital of over \$114 billion. Since WFBNA currently meets the definition of a "well capitalized" bank under the OCC's capital regulations, WFBNA is authorized under applicable federal banking rules to underwrite municipal securities without any regulatory-defined capital constraint. WFBNA does not have, nor does it require, any committed or standby lines of credit or other forms of financing from other financial institutions to support its ability to underwrite municipal securities. WFBNA's only constraint as to the par value of municipal securities it underwrites is its own internal credit decision process.

A capital position of this magnitude gives WFBNA the strength to underwrite securities of significant size and to commit capital to unsold balances in an effort to support an issuer's offering (depending on market conditions). While a number of firms have a large capital base, it is most important that such firms evidence their willingness to deploy that capital in the municipal market on behalf of their clients. WFBNA has demonstrated its ability to commit capital in support of our municipal clients by, as a national bank conducting municipal securities underwriting, directly

Wells Fargo Bank, National Association Capital Position (1st Quarter 2014)

Total Capital	\$139,286,000,000
Total Risk-based Capital	\$140,372,000,000
Tier One Capital	\$114,843,000,000

Underwriting Capacity

	\$ in millions
Total Capital	139,286
Equity Capital	N/A
Net Capital	N/A
Uncommitted (Excess Net) Capital	N/A
As of Date	March 31, 2014

underwriting unsold balances on negotiated primary market issues, actively bidding for competitive issues, supporting the secondary markets with an average daily inventory of fixed rate municipal securities of approximately \$700 million and variable rate municipal and related securities of approximately \$1.1 billion; and, as a commercial bank, providing credit enhancement, liquidity support, and direct purchase credit to municipal issuers.













Wells Fargo strongly supports its port clients with a variety of credit enhancement products, such as providing letters of credit, liquidity facilities and direct purchases of indexed floaters. WFBNA has provided sizeable letter of credit commitments to Port of Los Angeles and the Port of Oakland. WFBNA also has committed capital to some of the nation's largest and most sophisticated ports through our Direct Purchase Program, including the Port of Portland and the Port of Tacoma.

3. Port Financing Experience

Port Financing Experience. Wells Fargo has sought to grow all aspects of its municipal products group, but nowhere has the Firm's growth been more profound than in the transportation sector. In 2011, the Firm created a specialized Transportation Finance group, currently staffed with ten professionals who are dedicated to serving port, airport and surface transportation entities. While leveraging the synergies of one of the largest financial institutions in the world, Wells Fargo's Transportation Finance Group is able to offer the Port extensive technical, structuring and marketing expertise. Our port efforts, led by Kevin Carney with over 27 years of related financing experience, allows Wells Fargo to offer the Port a dedicated transportation professionals with broad financing and revenue enhancement experience in port specific finance.

Wells Fargo has committed a tremendous amount of resources to expanding our capabilities and support of our port clients. The results of this expansion are evident in our recent successes and Wells Fargo's involvement in the port sector continues to grow. Since January 2011, Wells Fargo has participated in nearly \$3 billion in par amount worth of port transactions, including \$2 billion in negotiated senior managed transactions; this includes the senior managed \$337.3 million transaction for the Harbor Department of the City of Los Angeles, California, which is closing the week of September 15th.

Provided below are tombstones of select port financings Wells Fargo has participated in, both as an underwriter and capital provider – **representing our strength and ability to operate as a true full-service financial institution.**

True Full-Service Financial Institution					
Port of L.A.  \$337mm / Sep. 2014 Senior Manager	Port Auth. NY & NJ  \$1.52bn / Nov. 2013 Senior Manager	Port of Miami  \$383mm / Sep. 2013 Co-Manager	Port Corpus Christi  \$300mm / May 2013 Strategic Advisor ⁽¹⁾	Manatee Port (FL)  \$40mm / Oct. 2012 Senior Manager	Jacksonville Port  \$87mm / Sep. 2012 Co-Senior/Joint Books
Port of Oakland  \$384mm / Sep. 2012 Co-Manager	Port of Portland  \$58mm / Aug. 2012 Direct Purchase ⁽²⁾	Port of L.A.  \$129mm / Jul. 2012 Direct Pay LOC ⁽²⁾	Port of Tacoma  \$339mm / 2011 & 2012 Direct Purchases ⁽²⁾	Port of Oakland  \$163mm / Aug. 2010 Direct Pay LOC ⁽²⁾	Port of Houston  \$256mm / Jul. 2010 Co-Manager

(1) Subject to limitations of securities law and MSRB rules

(2) Product of Wells Fargo Bank, N.A.; subject to full credit review and approval

4. Marketing and Distribution Capabilities

Holistic Marketing Plan. Wells Fargo has a strong multi-faceted distribution network with three distinct channels: (1) national institutional sales (2) middle market sales, and (3) retail. This synergy of marketing channels for tax-exempt bonds is unique in the industry and we are confident that few can match our access to these three segments. As discussed below, any comprehensive marketing plan will no doubt begin by leveraging active retail participation to drive pricing levels.

Wells Fargo would implement the following steps to maximize participation from potential new investors of the Port's bonds:

- **Sales-force Education.** Our team would work diligently to ensure that our sales force is not only aware of the Port’s financing, but also intimately familiar with the Port’s credit. Our education efforts would include an internal sale force conference call, website postings and a detailed sales point memo to clearly and succinctly explain the salient credit features of the issue.
- **Identify Couponing and Other Structural Considerations.** In the present market, high yield buyers tend to demand premium bonds given that “defensive” (i.e. higher) coupons tend to insulate them from market sell-offs. When structuring the Port’s financing, Wells Fargo bankers will work closely with our underwriting desk to develop premium, and in certain instances, discount couponing in order to attract various investor sectors and thus achieve the most favorable overall cost of funds.
- **Timely Release of Information.** We suggest creating and disseminating a complete and concise preliminary official statement approximately seven to ten days prior to the pricing date to provide investors with a thorough examination of the underlying economic base, an analysis on the financial health of the industry, and more specifically, the Port.
- **Face-to-Face Meeting with Investors and Texas Institutional Buyers.** Wells Fargo would work alongside the Port to coordinate and help prepare for in-person meetings at investors’ offices.
- **Syndicate Conference Call.** Prior to the sale, Wells Fargo would work with the Port to hold a syndicate conference call to ensure all of the managers are coordinated with the sales effort.

Targeted Investor Base. In formulating a marketing plan for the Port, we would begin our analysis by focusing on the key investor segments most likely to participate in a proposed transaction. The financing, which would likely include non-AMT as well as AMT bonds, lends itself to interest from professional retail investors, corporate cash managers and investment advisors (i.e. professional retail) along the short to intermediate portions of the yield curve. In the longer-dated maturities, Wells Fargo expects to garner interest from intermediate bond funds, bank trust departments, insurance companies and other “Tier 1” institutional funds. It will be imperative that a marketing strategy which seeks to solicit interest from new investors is utilized. The diagram below summarizes the breadth of Wells Fargo’s three-pronged distribution network, which we believe will not only effectively target prior bondholders of the Port, but also an extensive array of new, targeted investors. Below, we discuss the variety of ways to reach these various investor segments.

Wells Fargo’s Extensive Distribution Network		
Institutional Sales	Middle Markets ¹	Retail Sales ²
<ul style="list-style-type: none"> ▪ 15 Institutional Municipal Sales Professionals located in New York City, Charlotte, Philadelphia, and San Francisco ▪ 250 Key National Buyers of Municipal Securities ▪ 425-Account Institutional Base ▪ Daily interaction with fund managers, hedge funds, insurance companies, bank trust departments and corporations 	<ul style="list-style-type: none"> ▪ Middle Market Sales Force consists of approximately 200 professionals ▪ 23 Sales offices throughout the country ▪ Extensive middle market network covering 10,000 “Tier-2” and “Tier-3” investors, ▪ Corporations, insurance companies, trust departments, specialty funds and local money managers 	<ul style="list-style-type: none"> ▪ Financial Advisors: 15,170 ▪ Total Brokerage Locations: 5,000+ ▪ Client Assets: \$1.4 Trillion ▪ Full Service Brokerage: 3rd Largest ▪ California Financial Advisors: 2000+

¹ - Wells Fargo Securities, LLC and Wells Fargo Institutional Securities, LLC

² - Peer group analysis based on number of financial advisors as disclosed in company reports, as of June 30, 2013. WFA statistical information as of December 31, 2013. Data is a combination of Wells Fargo Advisors, LLS; Wells Fargo Advisors Financial Network; LLC and First Clearing, LLC. First Clearing, LLC is a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

Marketing and Distribution to Institutional Investors. Wells Fargo’s institutional and middle market sales force distributes a full line of tax-exempt municipal products in the primary and secondary markets, serving a client base of over 15,000 accounts. Our sales force maintains close relationships with Tier-1 (assets over \$1 billion), Tier-2 (assets between \$500 million and \$1 billion), and Tier-3 (less than \$500 million in assets) institutional investors. We would leverage this investor base by employing the same steps listed above, as well as targeting specific institutional investors. Identifying the universe of potential investors (including “anchor” investors) would be the first step in developing an effective institutional marketing plan. Developing a target list of 10 to 15 investors early in the marketing process will be critical in establishing anchor orders and creating a solid book for pricing.

Marketing and Distribution to Middle Market Investors. One of Wells Fargo’s distinctive characteristics is its ability to reach the middle market investors. As emphasized above, our middle market sales force consists of 200 professionals located in 23 sales offices around the country, covering more than 10,000 “Tier-2” and “Tier-3” investors, including professional retail accounts such as Invesco Advisors as well as institutional accounts such as Vanguard and others. By utilizing our coast-to-coast banking presence, our middle market sales force can reach investment advisors, mid-sized bank trust departments, regional insurance companies and state-specific bond funds not typically covered by traditional investment banks. Given the scope of the proposed refunding, middle market investors will be a key component to our investor outreach and marketing strategy.

National Retail Distribution Network. Wells Fargo maintains the 3rd largest retail brokerage nationwide through Wells Fargo Advisors, LLC (“WFA”). Nationally, WFA consists of over 15,000 financial advisors, including 631 retail brokers in 51 offices located within Texas. Indeed, within the State, WFA oversees more than 440,000 accounts with over \$81 billion in assets under management. In addition, our retail sales strength is further augmented by Wells Fargo’s 13 municipal institutional salespeople, who cover the largest institutional buyers in the municipal market, and approximately 170 member middle market sales force, providing broad coverage of Tier 2 and 3 institutional accounts.

AMT Bond Marketing. In addition to our experience with tax-exempt debt, WFS also maintains specialized expertise as it relates to AMT debt and does not foresee any particular challenges marketing the AMT bonds. To that end, since January 2012, Wells Fargo has senior or co-managed over \$6.7 billion in AMT issues. In addition, Wells Fargo’s Secondary Desk has traded an additional \$3.5 billion of AMT debt, including nearly all of the largest AMT deals. Indeed, Wells Fargo has experience marketing AMT bonds to the largest funds and many of these largest AMT bond fund investors (including Vanguard, BlackRock, Northern Trust, Franklin Templeton, and Nuveen) consider Wells Fargo to be a preferred counterparty based on our ability to provide liquidity into the market along with our excellent execution and our market intelligence. ***In fact, last year Wells Fargo senior managed one of the largest AMT bond issues of the year*** (\$1,500,000,000, Port Authority of New York and New Jersey, Consolidated Revenue Bonds, 178 to 180 Series) and have purchased (acting alone as a sole manager) various AMT financing’s sold via competitive sale including a City and County of San Francisco subject to AMT certificates of participation financing in October 2013.

Taxable Bond Marketing. In order to effectively sell taxable municipal bonds, underwriters must target traditional taxable investors. Our tax-exempt municipal desk manages the underwriting of taxable municipal debt, while coordinating with Wells Fargo’s Debt Capital Markets professionals who serve as the primary investor contacts to larger taxable investors. Wells Fargo concentrates on bringing traditional corporate and municipal buyers (as well as various international accounts) together through marketing and underwriter interaction. We actively engage our high grade taxable institutional sales force of over 200 representatives, who market taxable debt instruments to all tiers of institutional buyers through 33 offices across the globe in the U.S., Hong Kong, London, Singapore, and Tokyo.

Wells Fargo’s Debt Capital Markets Group also operates one of the most active trading desks in the industry, ranking in the top three in U.S. high grade corporate secondary trading per MarketAxess. Wells Fargo’s Debt Capital Markets group has proven access to the institutional buyers of High Grade corporate debt and extensive knowledge of taxable market drivers due to their large volume of secondary trading activity. In 2012 and 2013, Wells Fargo ranked as the #1 secondary market high grade dealer by both volume and trade count. This performance demonstrates our ability to market new taxable 501c3 issues to these same investors.

5. Firm Experience Senior Managing Inaugural Credits

Wells Fargo has invested heavily in employing some of the nation’s most respected credit professionals and maintains a specialized Credit Strategies Group which provides our municipal clients with insightful credit perspectives regarding debt structure, bond indenture provisions and rating agency strategy. Led by Nancy Feldman, a former Standard & Poor’s analyst and former public finance manager for the State of New Jersey, the Credit Strategies Group has experience that spans both public and private sectors providing clients with a very deep knowledge of credit. Further, the group is well versed in the current fiscal, regulatory and economic environment offering clients highly customized strategies to achieve their goals. The Credit Strategies Group’s primary role is to assist issuers on the best credit strategies when seeking to receive a new credit rating or to preserve their existing credit ratings. They add unique value in circumstances where issuers are creating and executing new credits for the first time. In such a process, this team would provide rating agency strategy guidance, bond structuring recommendations, indenture

creation recommendations, and guidance during the investor outreach period. In short, we believe this team has much to offer the Port as it establishes and executes on its new Revenue Bond credit.

6. Experienced Financing Team

Qualifications and Experience of the Wells Fargo Dedicated Finance Team. In order to effectively serve the Port, we have assembled a team of municipal finance professionals that provide extensive knowledge of, and experience with Texas issuers and issuers seeking credit ratings for an inaugural financing. This team offers a compelling cross-section of structuring, credit and market/sector specific knowledge that we believe will optimally serve the Port in all phases of its refinancing.

Kevin Carney, Director, will serve as the lead day-to-day banker to the Port and will coordinate the efforts of our team. Mr. Carney has worked extensively with Port staff for more than 7 years and was instrumental in assisting the Port with the Phase 1 development of La Quinta. With over 27 years of transportation financing experience, Mr. Carney has covered an array of disciplines in the port and airport sector, including serving as a transportation consultant (Leigh Fisher), lead rating agency analyst (Moody's Investors Service) and as a senior investment banker (JP Morgan and Wells Fargo) on nearly \$13 billion of port and airport financings. During his career, he was the Senior Credit Officer for the port and airport sector at Moody's Investors Service **which will be of particular use to the Port as it seeks ratings for the planned issuance.** This unique depth and coverage of specific port experience will be beneficial to serving the Port throughout this financing.

George Pedraza, Director, will support Mr. Carney. Mr. Pedraza is responsible for developing and maintaining banking relationships with Texas-based municipal issuers. Prior to joining UBS, Mr. Pedraza served as an Assistant to the City Manager for the City of San Antonio. In addition, he previously worked for Chase Securities Inc. as a municipal bond investment banker and has worked on over \$4 billion of bond financings for Texas clients including the City of Corpus Christi and various other municipal entities. Day-to-day banking and transaction support will be provided by **Jeremy Bernstein, Associate**, and **Jim Cook, Analyst** of the firm's Transportation Group. All of the team members listed above have been involved in the consistent coverage of the Port over the past year.

Nancy Feldman, Managing Director and Head of Credit Strategies, heads Wells Fargo's Credit Strategies Group and will provide the Port with rating agency strategies. Ms. Feldman has more than 30 years of experience in public finance focused on credit analysis of state, local governments and port projects. **Donald Lipkin, Managing Director and Head Desk Credit Strategy**, will support the Port's communication efforts with investors during the marketing period. Not many firms have a resource dedicated to supporting issuers manage the pre-pricing marketing process with institutional buyers, let alone a credit strategist with as much expertise as Mr. Lipkin. Given the Port has not accessed the public markets, **investor education will be a key component of the transaction and Mr. Lipkin is arguably the most experienced individual on the Street in this space.** Mr. Lipkin will be 100% available to the Port and will provide timely market analysis and advice.

The Port can rest assured that Wells Fargo's public finance professionals will be prepared, knowledgeable and significant contributors to any strategies relating to marketing, rating agency and structuring of upcoming issues.

Important Disclosures

This document and any other materials accompanying this document (collectively, the "Materials") are provided for general informational purposes only. By accepting any Materials, the recipient acknowledges and agrees to the matters set forth below.

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You have provided us with your written representation that you are represented by an independent registered municipal advisor (an "IRMA") within the meaning of the Muni Advisor Rules, with respect to the transaction(s) described in the Materials. We have provided you with our written disclosure that we are not a municipal advisor to you and are not subject to the fiduciary duty under the Muni Advisor Rules and having taken certain other steps to establish the "IRMA exemption" under the Muni Advisor Rules.

The information contained in the Materials and any subsequent discussions between us, including any and all information, advice, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the IRMA exemption provided by the Rules.

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If you have any questions or concerns about the disclosures presented herein, you should make those questions or concerns known immediately to WFS. about the disclosures presented herein, you should make those questions or concerns known immediately to WFS.

**INTERLOCAL COOPERATION AGREEMENT
FOR LOCAL EMERGENCY RESPONSE PLANNING
SPECIFIC TO EXTREMELY HAZARDOUS SUBSTANCES**

STATE OF TEXAS }
 }
COUNTY OF NUECES }

On October 27, 1992, the Nueces County (County), the City of Corpus Christi (City), and Port of Corpus Christi Authority (Port) entered into the first agreement for the purpose of providing for the administration of the Local Emergency Planning Committee for Nueces County.

This Agreement continues the terms of the prior agreements, and is made by and between the County, City, and Port, hereafter referred to collectively as the "Participants," to further implement the Federal Emergency Planning and Community Right-to-Know Act (Act), 42 U.S.C. 11001, et. seq.

On June 24, 1987, the State Emergency Response Commission (SERC), as required by 42 U.S.C. 11001(b) and (c), designated each county as an emergency planning district and authorized the county judges to appoint the members of the local emergency planning committee for their districts. The Nueces County Judge has designated the City's Fire Chief as Chairman of the City of Corpus Christi/Nueces County Local Emergency Planning Committee (LEPC). Section 11003(c)(3) of the Act, Comprehensive Emergency Response Plans, requires designation of a Community Emergency Coordinator. The LEPC Chairman has been designated as the Community Emergency Coordinator for this emergency planning district. The Community Emergency Coordinator, makes the determinations necessary to administer and implement the local emergency response plan.

This Agreement (1) further facilitates implementation of the Act by creating an administrative position to assist the LEPC Chairman/Community Emergency Coordinator with extensive Federal compliance requirements; (2) identifies the leading role of the City as the Administrator for the LEPC; and (3) provides funding for training and administrative assistance to the LEPC.

I. TEXAS DISASTER ACT

This Agreement is in harmony with the requirements of the Texas Disaster Act of 1975, Government Code, Sec. 418.107(b), which allows political subdivisions to make agreements for the purpose of organizing emergency management services, and allows the creation of local emergency management groups to meet broad emergency and disaster management challenges. While both the County and City have independent emergency management programs, which are designed to respond to a broad range of disasters, the LEPC provides a mechanism for the coordination of emergency management efforts responding to incidents involving hazardous materials. The LEPC supports, but does not supplant the efforts or authority of the City and County emergency management programs. The City and County have committed to cooperate and coordinate their emergency response efforts.

II. PARTICIPANT FUNDING

The Participants agree to support activities of the LEPC for emergency response to extremely hazardous substances, with funds and in-kind contributions committed by each totaling at least the value of \$30,000.00 per year. The Port and County shall each contribute \$10,000.00 to the fund each year this Agreement is in effect. These monies shall be deposited with the LEPC Administrator (City) for each fiscal year, which year runs from October 1 through September 30, as shall be reflected in the LEPC by-laws. The City shall provide office space, telephone, utility, and all appurtenant services, including legal, to enable the Administrator and an Administrative Assistant to fulfill obligations of the Participants under State and Federal law.

III. CITY ADMINISTRATOR

The Participants further acknowledge that the City serves as Administrator of the LEPC for purposes of implementing the Federally mandated plan and required training under the Community Right-to-Know Act.

The City shall employ an Administrative Assistant to assist the LEPC Chairman/ Community Emergency Coordinator. The Administrative Assistant shall be a paid City employee, whose position shall be civilian managerial, funded as described in paragraph II, for so long as the City acts on behalf of the LEPC as Administrator. The Administrative Assistant shall also serve as the LEPC Information Coordinator.

Compensation for the Administrative Assistant may be further supplemented, as necessary, from anticipated voluntary contributions made by private industry members of the LEPC.

The City reserves the discretionary right to relinquish the position of Administrator upon thirty days' written notice to the County and the Port, and should the County Judge fail to reappoint the Fire Chief as LEPC Chairman/Community Emergency Coordinator, the City may, at its option, withdraw from this Agreement upon thirty days' notice to the County and the Port.

IV. FISCAL PROVISIONS

This Agreement is subject to the annual availability of current revenues by the local governments, who are parties to this Agreement.

The City shall keep accurate accounts of receipts and disbursements. All monies will be deposited in the name and to the credit of LEPC. The LEPC Chairman, or his designee, will approve all disbursements, taking proper vouchers for such disbursements. An account of all transactions and the financial condition of the LEPC shall be rendered at the regular LEPC meetings or whenever requested.

Although the LEPC fund shall be separate and custodial in nature, the annual LEPC budget drawn from such fund shall be approved by the City Council in the form of an appropriation.

V. ADMINISTRATIVE DECISIONS

Section 11003(c) of the Act provides that the Community Emergency Coordinator "shall make determinations necessary to implement the [local emergency response] plan." However, the

Participants agree that any major policy or administrative decisions will be made jointly by the LEPC and Community Emergency Coordinator/LEPC Chairman.

VI. DURATION OF AGREEMENT AND RENEWAL

The term of this Agreement is five years, beginning on June 1, 2014. This Agreement shall be automatically extended for a subsequent year, unless any party gives written notice to the other Participants of its intent to withdraw from the agreement or requests an amendment to the agreement. A notice of withdrawal or request for amendments should be submitted before the first day of September.

Nueces County, Texas

By: *Samuel L. Neal, Jr.*
Samuel L. Neal, Jr., County Judge

9/10/2014
Date

ATTEST:
Diana J. Barrera
Diana Barrera, Nueces County Clerk

9/10/14
Date



APPROVED:

Laura Garza Jimenez, County Attorney

By: *Laura Garza Jimenez*
Nueces County Attorney

9-11-2014
Date

Port of Corpus Christi Authority of Nueces County

By: _____
John LaRue, Executive Director

Date

City of Corpus Christi

By: *Margie C. Rose*
+/ Ronald L. Olson, City Manager

9.19.14
Date

ATTEST:

By: *Rebecca Huerta*
Rebecca Huerta, City Secretary

9/22/14
Date

Res. 030276
BY COUNCIL 9/16/14

SECRETARY *ref*

APPROVED:

By: *Buck Brice*
Buck Brice, Assistant City Attorney
for City Attorney

9-15-14
Date

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 14

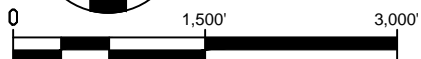
**Approve Railroad Commission of Texas Environmental Restrictive Covenant
(in Replacement of the Restrictive Covenant Approved on October 8, 2013)
for the Former Exxon Pipeline Harbor Island Terminal
Located on the PCCA's Harbor Island Property**

Since November 11, 2003, staff has been working with Exxon Mobil Pipeline Company (EMPCo) to remediate contamination to subsurface soils and groundwater at the former Exxon Pipeline Harbor Island Terminal. The contamination was a result of the EMPCo's operation of the site as a crude oil terminal prior to PCCA ownership. Several years after purchasing the property, the PCCA entered into contracts to remove the storage tanks and pipelines on the property. During this time, EMPCo and the PCCA agreed to conduct remediation activities at the site to reduce the concentrations of Total Petroleum Hydrocarbons to less than 10,000 mg/kg or one percent in the soil, to ensure that no free product appeared in the groundwater, and ensure that groundwater constituents of concern would meet Texas Risk Reduction Program cleanup levels. As of May 15, 2013, the remediation activities have been completed and cleanup of the site to commercial/industrial standards was approved by the Railroad Commission of Texas (RRC).


The final step necessary to receive a No Further Action letter from the RRC is to deed record the property to commercial/industrial land use. Previously, at the October 8, 2013 Port Commission meeting, the Commission approved a Restrictive Covenant for deed recording for this site. EMPCo's consultant provided the Restrictive Covenant that was signed by both the PCCA and EMPCo and submitted to the RRC for final signature. The executed Restrictive Covenant had previously been negotiated with the RRC; however, upon review for signature, the RRC requested additional language clarifying the impacted groundwater at the site. The attached, revised, Restrictive Covenant has been approved by the RRC, and upon Commission approval, will be fully executed and then deed recorded. The adjacent property, formerly owned by Fina, underwent a similar process and was deed recorded for commercial/industrial land use on August 4, 2003.

Staff recommends the approval of the attached Railroad Commission of Texas Environmental Restrictive Covenant to replace the Restrictive Covenant approved on October 8, 2013, for the former Exxon Pipeline Harbor Island Terminal located on the PCCA's Harbor Island property.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



h:\ben vasquez\drawings & exhibits\environmental exhibits\former exxon tank farm.dwg

 PORT CORPUS CHRISTI	PORT OF CORPUS CHRISTI AUTHORITY		
	FORMER EXXON TANK FARM		
	<small>SCALE:</small> 1:1,500' <small>DWN. BY:</small> BEN V	<small>DATE:</small> 2014/09/30 <small>TIME:</small> 14:12:00	EXHIBIT "A"

filing. The following maximum levels of TPH were left in soil and groundwater:

- In parcel SWW-2A, the maximum residual concentration of TPH in soil is 14,000 mg/kg and in groundwater is 21.3 mg/L.
- In parcel TT-1A, the maximum residual concentration of TPH in soil is 30,300 mg/kg and in groundwater is not detected above a laboratory reporting limit of 5 mg/L.
- In parcel TT-1B, the maximum residual concentration of TPH in soil is 11,800 mg/kg and groundwater was not sampled.
- In parcel TT-2A/TT-2B, the maximum residual concentration of TPH in soil is 117,000 mg/kg and in groundwater is 18.1 mg/L.
- In parcel TT-2E, the maximum residual concentration of TPH in soil is 25,600 mg/kg and groundwater was not sampled.
- In parcel TT-5A, the maximum residual concentration of TPH in soil is 66,700 mg/kg and in groundwater is not detected above a laboratory reporting limit of 2 mg/L.
- In parcel TT-5B, the maximum residual concentration of TPH in groundwater is 66.9 mg/L.

The investigation, assessment, remediation and analytical data are contained in the following reports submitted by various consultants on behalf of ExxonMobil and its predecessors, and the PCCA:

- EPC – Environmental Investigation, KEI Consultants (KEI) report dated April 15, 1994
- EPC – Soil Remediation, KEI report dated August 16, 1995
- PCCA – Soil and Groundwater Assessment, Fluor Daniel/GTI report dated August 2, 1996
- EPC – Area 10 Phase Separated Hydrocarbon Investigation, KEI report dated January 15, 1997
- EPC – Area 10 Remediation, KEI report dated January 26, 1998
- PCCA – Confirmation Sampling Investigation, Applied Petroleum Technologies, LTD report dated June 22, 1998
- EPC – Additional Areas Remediation and Closure Report, KEI reports both dated July 7, 1999
- PCCA – Soil Sampling Report, Rosengarten, Smith & Associates, Inc., report dated December 22, 2003
- ExxonMobil – Additional Soil Delineation, Conestoga-Rovers & Associates (CRA) report dated December 2007
- ExxonMobil Environmental Services Company (EMES) – Site History Request, CRA letter report dated January 11, 2008
- PCCA – Environmental Activities Report, Gainco report dated January 19, 2011

- EMES – 2011 Monitoring Well Installation and Quarterly Groundwater Monitoring and Sampling, CRA report dated June 2012
- EMES – Remediation Summary Report, CRA report dated November 2012

Copies of these reports and analytical data collected from the former Exxon Pipeline Company Harbor Island Station may be obtained from the Site Remediation Section of the Railroad Commission of Texas, Oil and Gas Division, William B. Travis Building, 1701 N. Congress, Austin, Texas 78711-2967, under OCP No. 04-2329.

The response action has been approved by the RRC based on the presumption that the Affected Properties will be used exclusively for commercial/industrial purposes, and will not be put to residential use, and the shallow groundwater beneath the Affected Properties will not be used for any purpose, except monitoring. Shallow groundwater is defined as the vertical zone between the ground surface and a depth of 15 feet below the ground surface. The RRC has determined that the Affected Properties currently meet standards for commercial/industrial use. Based on information contained in the reports identified above, the chemicals of concern pose no significant present or future risk to humans or the environment based on commercial/industrial use. With the filing of this document, the RRC does not require any further remediation of the Affected Properties as long as the Affected Properties are not put to residential use and/or the shallow groundwater is not used for any purpose other than monitoring. For purposes of this Covenant, the term “residential use” means use for dwellings such as single family houses and multi-family apartments, children's homes, nursing homes, residential portions of government-owned lands (local, state or federal), day care facilities, educational facilities, hospitals, residential portions of ranch and farm land, and parks (local, state or federal). This restrictive covenant is necessary to assure that all present and future owners of the Affected Properties are aware of its condition and do not use the Affected Properties in any manner inconsistent with this restriction. If any person desires to use the Affected Properties in the future in any manner inconsistent with the restrictions described in this covenant, the RRC must be notified at least 60 days in advance of such use. Additional response action contemplating a change in land use or in the size of the assumed exposure area may be necessary. The additional response action must be approved by the RRC and completed prior to commencement of the new use of the Affected Properties.

In consideration of the Response Action leading to final approved remediation of the Affected Properties, the Port of Corpus Christi Authority of Nueces County, Texas, the Owner of the Property, has agreed to place the following restrictions on the Properties in favor of the RRC and the State of Texas. Now therefore, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following restrictive covenants in favor of the RRC and the State of Texas are placed on the Properties described in Exhibit “A,” to-wit:

1. Use of the Affected Properties shall not be allowed for residential purposes as defined in this Covenant.

2. Use of the shallow groundwater beneath the Affected Properties shall not be allowed except for monitoring purposes.
3. Penetration or excavation of the impacted soil and/or groundwater zones for any purpose shall only be conducted in such a manner as to prevent the migration or release of contaminants to any other zone or media and to prevent uncontrolled exposure to human and ecological receptors.
4. These restrictions shall be a covenant running with the land.

For additional information, contact:

Railroad Commission of Texas
Oil and Gas Division
Site Remediation Section
P. O. Box 12967
1701 N. Congress
Austin, Texas 78711-2967

Railroad Commission of Texas Operator Cleanup Program No.: **04-2329**

As of the date of this Covenant, the record owner of fee title to the Property is the **Port of Corpus Christi Authority of Nueces County, Texas** with an address of **P.O. Box 1541, Corpus Christi, Texas 78403**.

This Restrictive Covenant may be rendered of no further force or effect only by a release executed by the RRC and filed in the same Real Property Records as those in which this Restrictive Covenant is filed.

Executed this _____ day of _____, _____.

Port of Corpus Christi Authority of Nueces County, Texas

Signature: _____

Printed Name: _____

Title: _____

STATE OF TEXAS
(_____) COUNTY

BEFORE ME, on this the _____ day of _____, 2014 personally appeared _____, _____ known to me to be the person whose name is subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

Signature _____

Notary Public in and for the State of _____

County of _____

My Commission Expires: _____

ExxonMobil Environmental Services Company

Signature:_____

Printed Name:_____

Title:_____

STATE OF TEXAS
(_____) COUNTY

BEFORE ME, on this the ____ day of _____, 2014 personally appeared _____, _____ known to me to be the person whose name is subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

Signature _____

Notary Public in and for the State of _____

County of _____

My Commission Expires:

Accepted as Third Party Beneficiary this _____ day of _____, _____.

Railroad Commission of Texas

By: _____

Title: _____

STATE OF TEXAS
(_____) COUNTY

BEFORE ME, on this the _____ day of _____, 2014 personally appeared _____, _____ on behalf of the Site Remediation Section of the Oil and Gas Division of the Railroad Commission of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

Signature _____

Notary Public in and for the State of _____

County of _____

My Commission Expires: _____

EXHIBIT A

214.168 ACRE SURVEY AND METES AND BOUNDS

EXHIBIT A

Land

Being 214.168 acres of land, more or less, portions of which are submerged, comprised of three tracts, Parcel A and B being out of Survey 960 conveyed to Humble Pipe Line Company by the State of Texas in Letter Patent #313 recorded in Volume 239, Page 45, Deed Records of Nueces County, Texas, and Parcel C being out of Survey 806 conveyed to Humble Oil and Refining Company by the State of Texas in Letter Patent #380 recorded in Volume 175, Page 364, Deed Records of Nueces County, Texas, and Parcel A containing 6.744 acres of land, more or less, being the portion of Survey 960 lying southwest of State Highway 361, Parcel B containing 56.249 acres of land, more or less, being the portion of Survey 960 lying northeast of State Highway 361, and Parcel C containing 151.175 acres of land, more or less, being the portion of Survey 806 lying northeast of State Highway 361, and each tract being more particularly described by metes and bounds as follows:

Parcel A:

Beginning at a found concrete monument for the west corner of this tract and said survey 960;

Thence, N 77°24'39" E, 501.68 feet, to a found concrete monument located on the southwest right-of-way line of State Highway 361 for the north corner of this tract, said right-of-way conveyance recorded as Parcel No. 1 in Volume 806, Page 432, Deed Records of Nueces County, Texas;

Thence, along said southwest right-of-way in a southerly direction with a curve to the left having a central angle of 13°10'27", a radius of 5939.65 feet, a tangent bearing of S 21°28'17" E, a length of 1365.71 feet, to a found concrete monument for the south corner of this tract lying on the southwest boundary of said Survey 960;

Thence, with said southwest boundary of Survey 960, N 45°57'52" W, 1572.66 feet, to the point of beginning and containing 6.744 acres of land, more or less.

Parcel B:

Beginning at a found concrete monument for the north corner of this tract and said Survey 960, said corner also being the west corner of Survey 961 and the south corner of Survey 970;

Thence, S 45°59'00" E, at 1166.12 feet pass a 5/8-inch iron rod found for the west corner of a 120-foot wide County Road right-of-way, at 1286.12 feet pass a 5/8-inch iron rod found for the south corner of said County Road right-of-way, in all 2000.62 feet to a found concrete monument for the east corner of this tract and said Survey 960, the same being the south corner of Survey 961, the west corner of Survey 653, and the north corner of Survey 806;

Thence, S 77°24'59" W with the southeast boundary of this Tract 2 and said Survey 960, the same being the northwest boundary of said Survey 806, 1788.64 feet, to a set 5/8-inch iron rod for the west corner of this tract lying on the northeast right-of-way line of State Highway 361, said right-of-way conveyance recorded as Parcel No. 1 in Volume 806, Page 432, Deed Records of Nueces County, Texas;

Thence, along said right-of-way, N 36°01'38" W, 367.68 feet, to a found concrete monument at the beginning of a curve to the right;

Thence, along said curve to the right having a central angle of 4°35'59", a radius of 5669.65, a length of 1365.71 to a set 5/8-inch iron rod;

Thence, N 58°34'21" E and still on said right-of-way, 150.00 feet, to a set 5/8-inch iron rod for a corner of this tract and said right-of-way;

Thence, along a curve to the right having a central angle of 9°12'40", a radius of 5519.65 feet, a tangent bearing of N 31°13'34" W, a length of 887.36 feet to a found concrete monument on the northwest boundary of said Survey 960 for the west corner of this tract;

Thence, N 77°24'39" E with the northwest boundary of said Survey 960 and this tract and leaving said State Highway 361 right-of-way, 1070.80 feet, to the point of beginning and containing 56.249 acres of land, more or less.

Parcel C:

Beginning at a concrete monument found for the north corner of this tract and Survey 806, the same being the west corner of survey 653, the south corner of Survey 961, and the east corner of Survey 960;

Thence S 45°59'00" E with the northeast boundary of this tract and said Survey 806, the same being the southwest boundary of Survey 653, at 3142.73 feet pass a found concrete monument, at 3532.86 feet pass another found concrete monument, in all 4000.00 feet to the east corner of this tract and said Survey 806, the same being the south corner of said Survey 653;

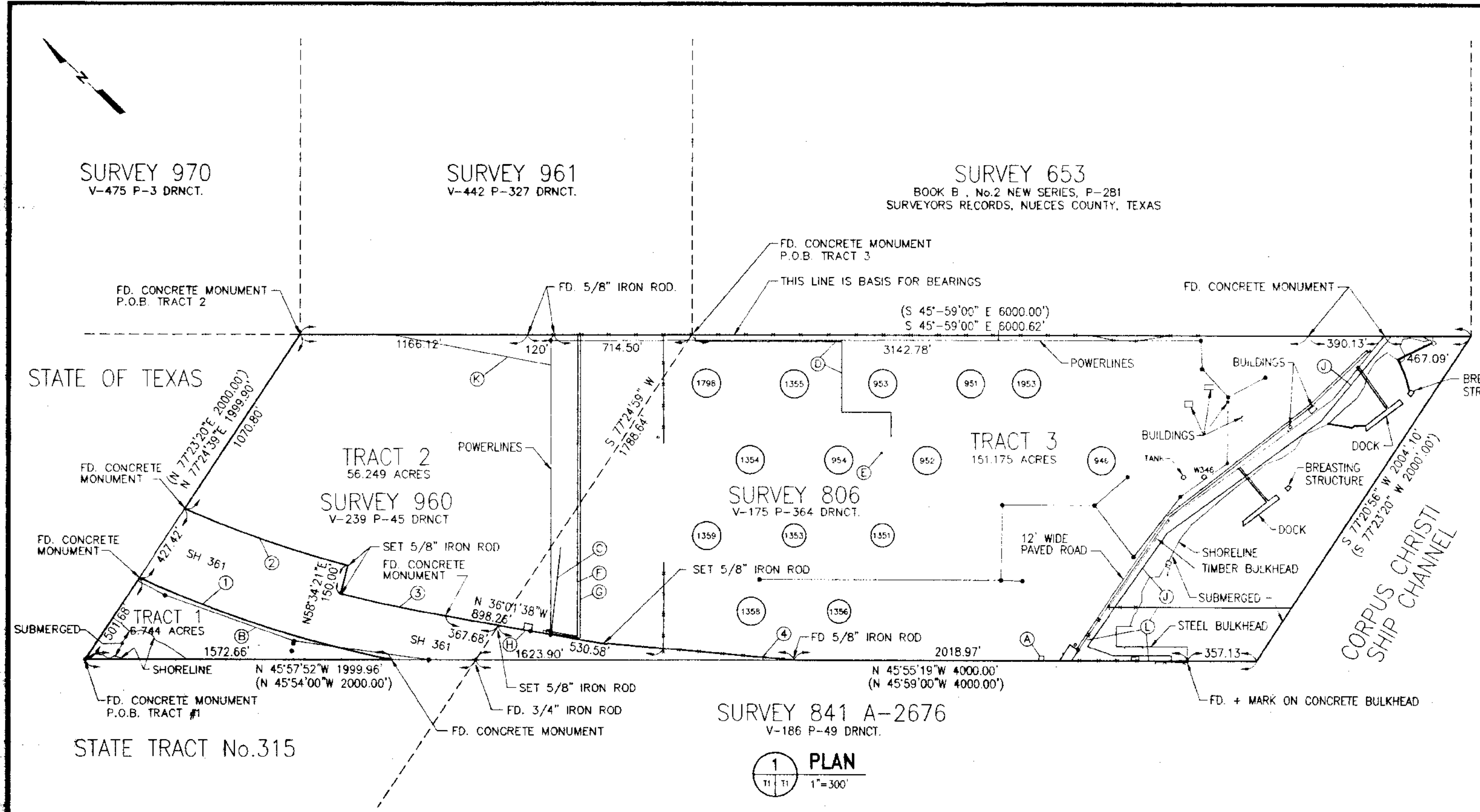
Thence, S 77°20'56" W along the southeast boundary of this tract and said Survey 806, 2004.40 feet, to the south corner of both this tract and said Survey 806;

Thence, N 45°55'19" W along the southwest boundary of both this tract and Survey 806, at 357.13 feet, pass a drill hole and cross on a concrete bulkhead, in all 2376.10 feet, to a 5/8-inch iron rod found on the northeast right-of-way of State Highway 361 at the beginning of a curve to the right;

Thence, along said right-of-way and leaving the southwest boundary of Survey 806 with said curve to the right having a central angle of 10°00'03", a radius of 5669.65 feet, a tangent bearing of N 45°55'32" W, a length of 989.63 feet to a set 5/8-inch iron rod;

Thence, N 36°01'38" W and still with said northeast right-of-way, 530.58 feet, to a set 5/8-inch iron rod on the boundary line between Survey 960 and Survey 806 for the west corner of this tract;

Thence, N 77°24'59" E, with the northwest boundary of both this tract and Survey 806 and the southeast boundary of Survey 960 and leaving said right-of-way, 1788.64 feet, to the point of beginning and containing 151.175 acres of land, more or less.



SURVEY OF
214.168 ACRES OF LAND

BEING 214.168 ACRES OF LAND, MORE OR LESS, PORTIONS OF WHICH ARE SUBMERGED, COMPRISED OF 3 TRACTS, TRACTS 1 AND 2 BEING OUT OF SURVEY No. 960, CONVEYED TO HUMBLE PIPELINE COMPANY BY THE STATE OF TEXAS IN LETTER PATENT #313, RECORDED IN VOLUME 239, PAGE 45, DEED RECORDS OF NUECES COUNTY, TEXAS, AND TRACT 3 BEING OUT OF SURVEY 806, CONVEYED TO HUMBLE OIL & REFINING COMPANY BY THE STATE OF TEXAS IN LETTER PATENT #380, RECORDED IN VOLUME 175, PAGE 364, DEED RECORDS OF NUECES COUNTY, TEXAS, AND TRACT 1 CONTAINING 6.744 ACRES, MORE OR LESS, BEING THE PORTION OF SURVEY 960 LYING SOUTHWEST OF OF STATE HIGHWAY 361, TRACT 2 CONTAINING 56.249 ACRES, MORE OR LESS, BEING THE PORTION OF SURVEY 960 LYING NORTHEAST OF STATE HIGHWAY 361 AND TRACT 3 CONTAINING 151.175 ACRES, MORE OR LESS, BEING THE PORTION OF SURVEY 806 LYING NORTHEAST OF STATE HIGHWAY 361.

NOTE:
BEARING AND DISTANCES IN PARENTHESIS ARE AS PER DEED RECORDS.

TO KOCH PIPELINE COMPANY, L.P., THE PORT OF CORPUS CHRISTI AUTHORITY, AND SAN JACINTO TITLE COMPANY: We hereby certify that this Land Title Survey was made on the ground from July 1 to July 5 1996, that this survey conforms to the requirements of the Exchange Agreement between KOCH GATHERING SYSTEMS, INC. AND THE PORT OF CORPUS CHRISTI AUTHORITY, that this drawing correctly represents the facts found at the time of survey, that there are no encroachments except as specifically located and shown as encroachments on this drawing, or shown in Agreements and Rights-of-Way unrecorded or not found instruments, and that this service conforms to the current Texas Surveyors Association Standards and Specifications for Category 1A, Condition IV Survey as defined in the Manual of Practice for Land Surveying in Texas.

George Rubalcaba 7-8-96
George Rubalcaba
Registered Professional Land Surveyor

Wm. W. Green
Wm. W. Green P.E., R.P.L.S.
Licensed State Land Surveyor



CURVE DATA

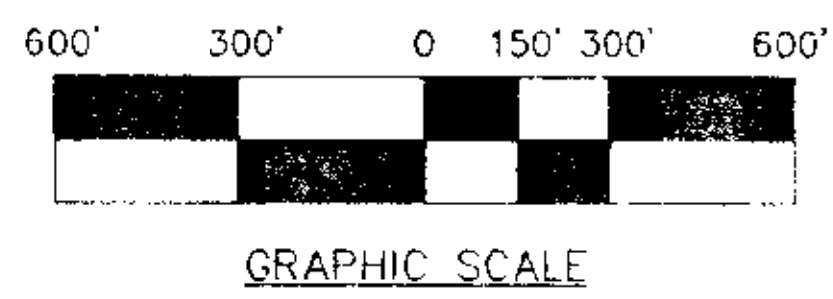
- ① Δ = 13-10-27
R = 5939.65
T = 685.88'
L = 1365.71'
- ② Δ = 9-12-40
R = 5519.65
T = 444.64'
L = 887.36'
- ③ Δ = 4-35-59
R = 5669.65
T = 227.70'
L = 1365.71'
- ④ Δ = 10-00-03
R = 5669.65
T = 496.07'
L = 989.63'

EASEMENT DESCRIPTIONS

- (A) - 25'x 25' LEASE HUMBLE PIPELINE COMPANY TO CPL V-1149 P-28 DRNCT.
- (B) - 60' CPL EASEMENT & 10' GUY EASEMENT HUMBLE PIPELINE COMPANY TO CPL V-1433 P-534 DRNCT.
- (C) - 60' CPL EASEMENT #1 HUMBLE PIPELINE COMPANY TO CPL V-875 P-497 DRNCT.
- (D) - 60' CPL EASEMENT #2 HUMBLE PIPELINE COMPANY TO CPL V-875 P-497 DRNCT.
- (E) - 4'x 4' MICROWAVE POLE LEASE EXXON PIPELINE COMPANY TO EXXON CORPORATION V-1773 P-855
- (F) - 10' WIDE PIPELINE EASEMENT EXXON PIPELINE COMPANY TO GRASSO SERVICES V-1938 P-392 DRNCT.
- (G) - 10' WIDE PIPELINE EASEMENT EXXON PIPELINE COMPANY TO MACCOBAR V-1854 P-1005 DRNCT.
- (H) - 35'x 35' LEASE EXXON PIPELINE COMPANY TO GTE V-2288 P-75 DRNCT.
- (J) - 15' WIDE PIPELINE EASEMENT HUMBLE PIPELINE COMPANY TO GULFSIDE GAS COMPANY V-1147 P-94 DRNCT.
- (K) - 50' PIPELINE EASEMENT 3 KOCH PIPELINES V-1463 P-640 DRNCT. FOR SURVEY 961 (NO RECORDING ON SURVEYED TRACTS)
- (L) - HARBOR ISLAND BARGE SLIP LEASE EXXON PIPELINE COMPANY TO EXXON CORPORATION V-1816 P-223 DRNCT.

AGREEMENTS & R.O.W. UNRECORDED OR NOT FOUND

- 1 - R.O.W. & EASEMENT FROM HUMBLE PIPELINE COMPANY TO ATLANTIC PIPELINE COMPANY DATED AUGUST 28, 1961, FOR A WATER PIPELINE.
- 2 - LICENSE AGREEMENT WITH JACK FROST, DATED OCTOBER 17, 1969, FOR CONNECTION TO WATER PIPELINE.
- 3 - R.O.W. AND EASEMENT FROM EXXON PIPELINE COMPANY TO EXXON COMPANY, U.S.A., DATED APRIL 29, 1985, FOR COMMUNICATION FACILITIES.
- 4 - LICENSE AGREEMENT FROM EXXON PIPELINE COMPANY TO BAY, INC., DATED AUGUST 20, 1986 FOR THE USE OF 0.102 ACRES OF LAND, MORE OR LESS.
- 5 - 20'x 20' LEASE FOR NAVIGATIONAL RANGE STRUCTURE LOCATED AT LAT. 27°51'08.431" NORTH LONG. 97°04'24.046" WEST FROM KOCH GATHERING SYSTEMS, INC., TO U.S. OF A.



SHIMER, MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS 2802 South Padre Island Drive, Suite 212 Corpus Christi, Texas 78415-1412		KOCH PIPELINE COMPANY, L.P. HARBOR ISLAND BOUNDARY SURVEY NUECES COUNTY TEXAS	
DATE 6-7-96	SCALE AS NOTED	SHEET NO. T1	
APP DATE	DWG NO 60108T1	REV 0	

60108, 07/08/96 AT 16:17

EXHIBIT B

AFFECTED PROPERTIES PARCELS METES AND BOUNDS

PARCEL SWW-2A

0.0459 ACRE SURVEY PLAT AND METES AND BOUNDS

NUECES COUNTY
TEXAS

HUMBLE OIL CO. SURVEY #960
ABSTRACT 2679

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL B - CALLED 56.249 ACRE TRACT
C.F. NO. 1996-032464
N.C.O.R.

POINT OF COMMENCEMENT
FND. 5/8" I.R.
X = 1445818.97
Y = 17201180.99

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #960
ABSTRACT 2678

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #653
ABSTRACT 2523

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 75.126 ACRE TRACT
C.F. NO. 1996004298
N.C.O.R.

FND. CONC. MON.
W/HUMBLE OIL CAP

HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL C - CALLED 151.175 ACRE TRACT
C.F. NO. 1996-032464
N.C.O.R.

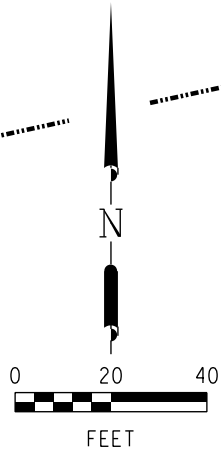
SURVEY PLAT OF
PARCEL SWW-2A - 0.0459 ACRE

BEING A PORTION OF ALL THAT CERTAIN
PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 151.175 ACRE TRACT

AS RECORDED IN
C.F. NO. 1996-032464
OF THE
NUECES COUNTY OFFICIAL RECORDS
IN THE
HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674
NUECES COUNTY, TEXAS.

FOR
GROUNDWATER & ENVIRONMENTAL
SERVICES, INC.

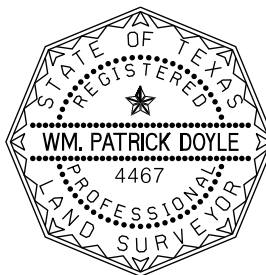
PROJECT NO. 1578-13-03



LEGEND

- FOUND IRON PIPE/ROD
- MONITORING WELL
- ✱ CHAIN LINK FENCE
- S--- SURVEY LINE
- PROPERTY LINE

I, Wm. PATRICK DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR,
DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE
REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND,
AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY,
EXCEPT AS SHOWN HEREON.



Wm. Patrick Doyle
WM. PATRICK DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4467

NOTES:

- 1) ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83).
- 2) ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (S.F.=1.000007234).
- 3) INFORMATION CONTAINED ON THIS SURVEY IS FROM THE MONTGOMERY COUNTY COURTHOUSE AND PRIVATE RECORDS. RESEARCH BY AUTHOR & PROVIDED BY OWNER. IT DOES NOT REPRESENT A COMPLETE DEED RESEARCH AND THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OR OWNERSHIP TITLE EVIDENCE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) THIS PLAT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION ON FILE IN THE OFFICE OF DOYLE & WACHTSTETTER, INC.



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940

SURVEYED:	06-21-13	BOOK NO.:	CRA WORLD VOL.2	IMAGE:	NONE
DRAWN BY:	RMR/7-13	CHECKED:	WPD	REVISED:	NONE



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**HARBOR ISLAND STATION
PARCEL SWW-2A - 0.0459 ACRES
HUMBLE OIL COMPANY SURVEY, SECTION 806, ABSTRACT 2674
NUECES COUNTY, TEXAS
PAGE 1 OF 1**

ALL THAT CERTAIN 0.0459 ACRE tract of land lying and situated in the Humble Oil Company Survey, Section 806, Abstract 2674, Nueces County, Texas, being a portion of all that certain called 151.175 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, said 0.0459 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F. = 1.0000072341) as follows:

COMMENCING at a 5/8" iron rod found marking the northeast corner of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southeast corner of all that certain called 56.249 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, located in the southwestern boundary line of all that certain called 75.126 acre tract conveyed by deed recorded on February 1, 1996 from Fin-Tex Pipe Line Company to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-004298 of the Nueces County Official Records, said Point of Commencement being located at Texas State Plane Coordinate position X=1445818.97 and Y=17201180.99;

THENCE South 77°42'09" West, coincident with the northern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southern boundary line of Port of Corpus Christi Authority of Nueces County, Texas called 56.249 acre tract, a distance of 1073.77 feet to a point for corner;

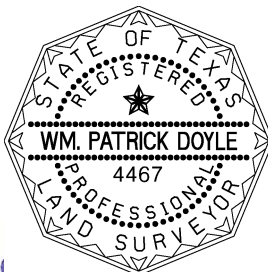
THENCE South 12°17'51" East, a distance of 1276.58 feet to the **POINT OF BEGINNING**, for the North corner of the herein described 0.0459 acre tract, at position X=1445041.72 and Y=17199704.99;

THENCE South 45°05'48" East, a distance of 100.00 feet to a point for the East corner of the herein described 0.0459 acre tract, at position X=1445112.55 and Y=17199634.40;

THENCE South 44°54'12" West, a distance of 20.00 feet to a point for the South corner of the herein described 0.0459 acre tract, at position X=1445098.43 and Y=17199620.24;

THENCE North 45°05'48" West, a distance of 100.00 feet to a point for the West corner of the herein described tract, at position X=1445027.61 and Y=17199690.83;

THENCE North 44°54'12" East, a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.0459 acre of land, more or less.





**Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
August 6, 2013**

This description is based on a survey, a plat of which, dated June 21, 2013, is on file in the office of Doyle & Wachtstetter, Inc.
Legal\pat\CRA World\Harbor Island Station Parcel SWW-2A - 0.0459 acre.doc

PARCEL TT-1A

0.1010 ACRE SUREY PLAT AND METES AND BOUNDS

NUECES COUNTY
TEXAS

HUMBLE OIL CO. SURVEY #960
ABSTRACT 2679

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL B - CALLED 56.249 ACRE TRACT
C.F. NO. 1996-032464
N.C.O.R.

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #960
ABSTRACT 2678

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 75.126 ACRE TRACT
C.F. NO. 1996-004298
N.C.O.R.

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #653
ABSTRACT 2523

HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL C - CALLED 151.175 ACRE TRACT
C.F. NO. 1996-032464
N.C.O.R.

POINT OF BEGINNING
X = 1446879.08
Y = 17199159.19

SUBJECT
PARCEL TT-1A
0.1010 ACRE TRACT

SURVEY PLAT OF
PARCEL TT-1A - 0.1010 ACRE
BEING A PORTION OF ALL THAT CERTAIN
PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 151.175 ACRE TRACT
AS RECORDED IN
C.F. NO. 1996-032464
OF THE
NUECES COUNTY OFFICIAL RECORDS
IN THE
HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674
NUECES COUNTY, TEXAS.
FOR
GROUNDWATER & ENVIRONMENTAL
SERVICES, INC.

PROJECT NO. 1578-13-03

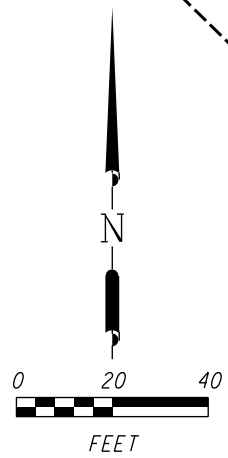
08
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LEGEND

- FOUND IRON PIPE/ROD
- FIBER OPTIC LINE
- CHAIN LINK FENCE
- SURVEY LINE
- PROPERTY LINE



WM. PATRICK DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4467



NOTES:

- 1) ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83).
- 2) ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (S.F.=1.000007234).
- 3) INFORMATION CONTAINED ON THIS SURVEY IS FROM THE MONTGOMERY COUNTY COURTHOUSE AND PRIVATE RECORDS, RESEARCH BY AUTHOR & PROVIDED BY OWNER. IT DOES NOT REPRESENT A COMPLETE DEED RESEARCH AND THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OR OWNERSHIP TITLE EVIDENCE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) THIS PLAT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION ON FILE IN THE OFFICE OF DOYLE & WACHTSTETTER, INC.



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940

SURVEYED:	06-21-13	BOOK NO.:	CRA WORLD VOL 2	IMAGE:	NONE
DRAWN BY:	RMR/7-13	CHECKED:	WPD	REVISED:	NONE



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**HARBOR ISLAND STATION
PARCEL TT-1A – 0.1010 ACRES
HUMBLE OIL COMPANY SURVEY, SECTION 806, ABSTRACT 2674
NUECES COUNTY, TEXAS
PAGE 1 OF 1**

ALL THAT CERTAIN 0.1010 ACRE tract of land lying and situated in the Humble Oil Company Survey, Section 806, Abstract 2674, Nueces County, Texas, being a portion of all that certain called 151.175 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, said 0.1010 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F. = 1.0000072341) as follows:

COMMENCING at a 5/8" iron rod found marking the northeast corner of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southeast corner of all that certain called 56.249 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, located in the southwestern boundary line of all that certain called 75.126 acre tract conveyed by deed recorded on February 1, 1996 from Fin-Tex Pipe Line Company to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-004298 of the Nueces County Official Records, said Point of Commencement being located at Texas State Plane Coordinate position X=1445818.97 and Y=17201180.99;

THENCE South 45°39'19" East, coincident with the northeastern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southwestern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 75.126 acre tract, a distance of 599.91 feet to a point for corner;

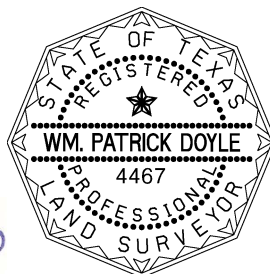
THENCE South 44°20'41" West, a distance of 704.89 feet to the **POINT OF BEGINNING**, for the North corner of the herein described 0.1010 acre tract, at position X=1446879.08 and Y=17199159.19;

THENCE South 24°27'04" East, a distance of 40.00 feet to a point for the East corner of the herein described 0.1010 acre tract, at position X=1446895.64 and Y=17199122.78;

THENCE South 65°32'56" West, a distance of 110.00 feet to a point for the South corner of the herein described 0.1010 acre tract, at position X=1446795.51 and Y=17199077.25;

THENCE North 24°27'04" West, a distance of 40.00 feet to a point for the West corner of the herein described tract, at position X=1446778.95 and Y=17199113.66;

THENCE North 65°32'56" East, a distance of 110.00 feet to the **POINT OF BEGINNING**, containing 0.1010 acre of land, more or less.



Wm. Patrick Doyle

**Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
August 6, 2013**

This description is based on a survey, a plat of which, dated June 21, 2013, is on file in the office of Doyle & Wachtstetter, Inc.
Legal\pat\CRA World\ Harbor Island Station Parcel TT-1A - 0.0101 acres.doc

PARCEL TT-1B

0.0413 ACRE SURVEY PLAT AND METES AND BOUNDS

NUECES COUNTY
TEXAS

HUMBLE OIL CO. SURVEY #960
ABSTRACT 2679

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL B - CALLED 56.249 ACRE TRACT
C.F. NO.1996-032464
N.C.O.R.

HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL C - CALLED 151.175 ACRE TRACT
C.F. NO.1996-032464
N.C.O.R.

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #653
ABSTRACT 2523

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 75.126 ACRE TRACT
C.F. NO.1996-004298
N.C.O.R.

SURVEY PLAT OF
PARCEL TT-1B - 0.0413 ACRE

BEING A PORTION OF ALL THAT CERTAIN
PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 151.175 ACRE TRACT

AS RECORDED IN
C.F. NO. 1996-032464
OF THE
NUECES COUNTY DEED RECORDS
IN THE
HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674
NUECES COUNTY, TEXAS.

FOR
GROUNDWATER & ENVIRONMENTAL
SERVICES, INC.

PROJECT NO. 1578-13-03



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940

SURV. NO. 06-21-13	BOOK NO. CRA WORLD VOL2	IMAGE: NONE
DRAWN BY RW7-13	CHECKED: WPD	REVISED: NONE

POINT OF COMMENCEMENT
FND. 5/8" I.R.
X = 1445818.97
Y = 17201180.99

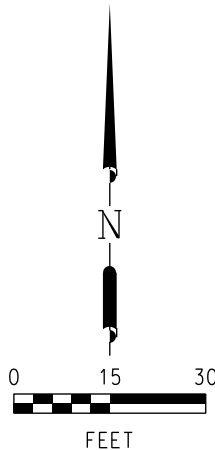
POINT OF BEGINNING
X = 14472036.44
Y = 17199122.88

SUBJECT
PARCEL TT-1B
0.0413 ACRE TRACT

FND. CONC. MON.
W/HUMBLE OIL CAP

UNDERGROUND
ELECTRIC

- NOTES:
- 1) ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83).
 - 2) ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS, (S.F.=1.000007234).
 - 3) INFORMATION CONTAINED ON THIS SURVEY IS FROM THE MONTGOMERY COUNTY COURTHOUSE AND PRIVATE RECORDS. RESEARCH BY AUTHOR & PROVIDED BY OWNER. IT DOES NOT REPRESENT A COMPLETE DEED RESEARCH AND THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OR OWNERSHIP TITLE EVIDENCE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 - 4) THIS PLAT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION ON FILE IN THE OFFICE OF DOYLE & WACHTSTETTER, INC.



FND. 5/8" I.R.

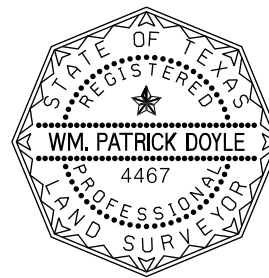
CHAINLINK FENCE
FIBER OPTIC CABLE

STATE HIGHWAY 361

LEGEND

- FOUND IRON PIPE/ROD
- LIGHT POLE
- *— CHAIN LINK FENCE
- .-.- S SURVEY LINE
- — — PROPERTY LINE

I, Wm. PATRICK DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN HEREON.



Wm. Patrick Doyle
WM. PATRICK DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4467



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**HARBOR ISLAND STATION
PARCEL TT-1B – 0.0413 ACRES
HUMBLE OIL COMPANY SURVEY, SECTION 806, ABSTRACT 2674
NUECES COUNTY, TEXAS
PAGE 1 OF 1**

ALL THAT CERTAIN 0.0413 ACRE tract of land lying and situated in the Humble Oil Company Survey, Section 806, Abstract 2674, Nueces County, Texas, being a portion of all that certain called 151.175 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, said 0.0413 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F. = 1.0000072341) as follows:

COMMENCING at a 5/8" iron rod found marking the northeast corner of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southeast corner of all that certain called 56.249 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, located in the southwestern boundary line of all that certain called 75.126 acre tract conveyed by deed recorded on February 1, 1996 from Fin-Tex Pipe Line Company to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-004298 of the Nueces County Official Records, said Point of Commencement being located at Texas State Plane Coordinate position X=1445818.97 and Y=17201180.99;

THENCE South 45°39'19" East, coincident with the northeastern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southwestern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 75.126 acre tract, a distance of 2309.221 feet to a point for corner;

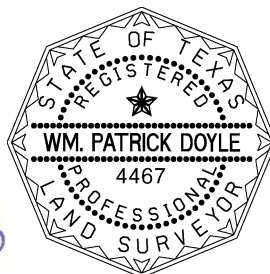
THENCE South 44°20'41" West, a distance of 620.87 feet to the **POINT OF BEGINNING**, for the North corner of the herein described 0.0413 acre tract, at position X=1446879.08 and Y=17199159.19;


THENCE South 43°24'38" East, a distance of 40.00 feet to a point for the East corner of the herein described 0.0413 acre tract, at position X=1447063.93 and Y=17199093.82;

THENCE South 46°35'22" West, a distance of 45.00 feet to a point for the South corner of the herein described 0.0413 acre tract, at position X=1447031.24 and Y=17199062.90;

THENCE North 43°24'38" West, a distance of 40.00 feet to a point for the West corner of the herein described tract, at position X=1447003.75 and Y=17199091.95;

THENCE North 46°35'22" East, a distance of 45.00 feet to the **POINT OF BEGINNING**, containing 0.0413 acre of land, more or less.




Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
August 6, 2013

This description is based on a survey, a plat of which, dated June 21, 2013, is on file in the office of Doyle & Wachtstetter, Inc.
Legal\pat\CRA World\ Harbor Island Station Parcel TT-1B - 0.0413 acres.doc

PARCEL TT-2A/TT-2B

0.5223 ACRE SURVEY PLAT AND METES AND BOUNDS

NUECES COUNTY
TEXAS

HUMBLE OIL CO. SURVEY #960
ABSTRACT 2679

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL B - CALLED 56.249 ACRE TRACT
C.F. NO.1996-032464
N.C.O.R.

HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #960
ABSTRACT 2678

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #653
ABSTRACT 2523

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 75.126 ACRE TRACT
C.F. NO.1996004298
N.C.O.R.

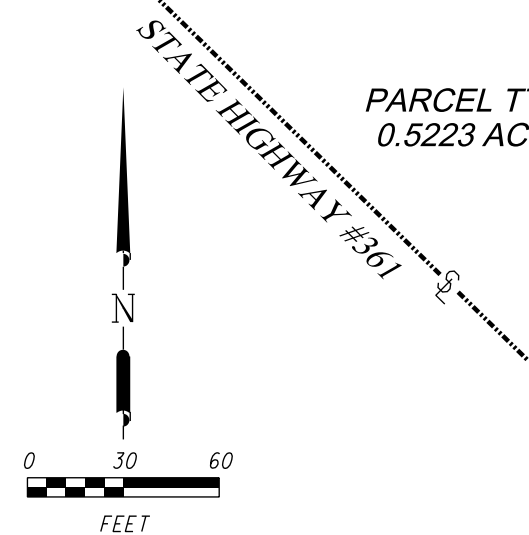
FND. CONC. MON.
W/HUMBLE OIL CAP

SURVEY PLAT OF
PARCEL TT-2A/TT-2B
0.5223 ACRE TRACT

BEING A PORTION OF ALL THAT CERTAIN
PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 151.175 ACRE TRACT
AS RECORDED IN
C.F. NO. 1996032464
OF THE
NUECES COUNTY OFFICAL RECORDS
IN THE
HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674
NUECES COUNTY, TEXAS.

FOR
GROUNDWATER & ENVIRONMENTAL
SERVICES, INC.

PROJECT NO. 1578-13-03



I, Wm. PATRICK DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR,
DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE
REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND,
AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY,
EXCEPT AS SHOWN HEREON.



WM. PATRICK DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4467

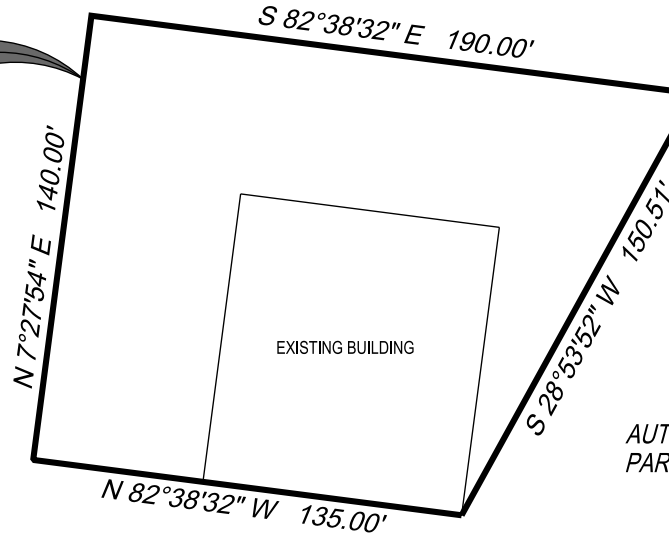
NOTES:

- 1) ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83).
- 2) ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS, (S.F.=1.000007234).
- 3) INFORMATION CONTAINED ON THIS SURVEY IS FROM THE MONTGOMERY COUNTY COURTHOUSE AND PRIVATE RECORDS. RESEARCH BY AUTHOR & PROVIDED BY OWNER. IT DOES NOT REPRESENT A COMPLETE DEED RESEARCH AND THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, ENCUMBERANCES, RESTRICTIVE COVENANTS, OR OWNERSHIP TITLE EVIDENCE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) THIS PLAT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION ON FILE IN THE OFFICE OF DOYLE & WACHTSTETTER, INC.

LEGEND

- MONITORING WELL
- FOUND IRON PIPE/ROD
- FIBER OPTIC LINE
- CHAIN LINK FENCE
- SURVEY LINE
- PROPERTY LINE

MW-5



POINT OF BEGINNING
X=1447563.02
Y=17198890.01

POINT OF COMMENCEMENT
FND. 5/8" I.R.
X=1445818.97
Y=17201180.99

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL C - CALLED 151.175 ACRE TRACT
C.F. NO.1996-032464
N.C.O.R.

SUBJECT
PARCEL TT-2A/TT-2B
0.5223 ACRE TRACT



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940

SURVEYED:	06-21-13	BOOK NO.:	CRA WORLD VOL.2	IMAGE:	NONE
DRAWN BY:	RMR/7-13	CHECKED:	WPD	REVISED:	NONE

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DATE: 8/6/2013
TIME: 3:42:29 PM
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Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

HARBOR ISLAND STATION

PARCEL TT-2A/TT-2B – 0.5223 ACRES

HUMBLE OIL COMPANY SURVEY, SECTION 806, ABSTRACT 2674

NUECES COUNTY, TEXAS

PAGE 1 OF 2

ALL THAT CERTAIN 0.5223 ACRE tract of land lying and situated in the Humble Oil Company Survey, Section 806, Abstract 2674, Nueces County, Texas, being a portion of all that certain called 151.175 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, said 0.5223 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F. = 1.0000072341) as follows:

COMMENCING at a 5/8" iron rod found marking the northeast corner of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southeast corner of all that certain called 56.249 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, located in the southwestern boundary line of all that certain called 75.126 acre tract conveyed by deed recorded on February 1, 1996 from Fin-Tex Pipe Line Company to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-004298 of the Nueces County Official Records, said Point of Commencement being located at Texas State Plane Coordinate position X=1445818.97 and Y=17201180.99;

THENCE South 45°39'19" East, coincident with the northeastern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southwestern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 75.126 acre tract, a distance of 2848.57 feet to a point for corner;

THENCE South 44°20'41" West, a distance of 419.34 feet to the **POINT OF BEGINNING**, for the North corner of the herein described 0.5223 acre tract, at position X=1447563.02 and Y=17198890.01;

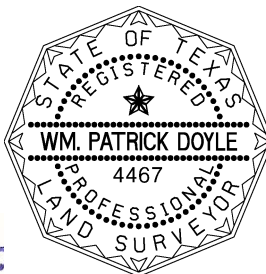
THENCE South 28°53'52" West, a distance of 150.51 feet to a point for the southeast corner of the herein described 0.5223 acre tract, at position X=1447490.29 and Y=17198758.24;

THENCE North 82°38'32" West, a distance of 135.00 feet to a point for the West corner of the herein described 0.5223 acre tract, at position X=1447356.40 and Y=17198775.53;

THENCE North 7°27'54" East, a distance of 140.00 feet to a point for the northwest corner of the herein described 0.5223 acre tract, at position X=1447374.59 and Y=17198914.35;

THENCE South 82°38'32" East, a distance of 190.00 feet to the **POINT OF BEGINNING**, containing 0.5223 acre of land, more or less.

Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
August 6, 2013



This description is based on a survey, a plat of which, dated June 21, 2013, is on file in the office of Doyle & Wachtstetter, Inc.
Legal\pat\CRA World\ Harbor Island Station Parcel TT-2B 0.5223 acres.doc

PARCEL TT-2E

0.0367 ACRE SURVEY PLAT AND METES AND BOUNDS

NUECES COUNTY
TEXAS

HUMBLE OIL CO. SURVEY #960
ABSTRACT 2679

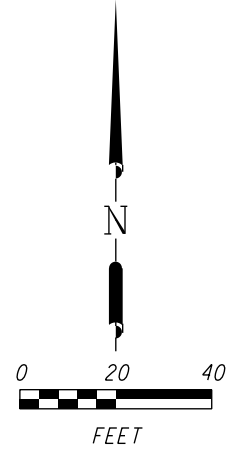
ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #960
ABSTRACT 2678

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 75.126 ACRE TRACT
C.F. NO. 1996-004298
N.C.O.R.

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #653
ABSTRACT 2523

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL B - CALLED 56.249 ACRE TRACT
C.F. NO. 1996-032464
N.C.O.R.

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL C - CALLED 151.175 ACRE TRACT
C.F. NO. 1996-032464
N.C.O.R.



LEGEND

- FOUND IRON PIPE/ROD
- FIBER OPTIC LINE
- CHAIN LINK FENCE
- SURVEY LINE
- PROPERTY LINE

I, Wm. PATRICK DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR,
DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE
REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND,
AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY,
EXCEPT AS SHOWN HEREON.



Wm. Patrick Doyle
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4467

SUBJECT
PARCEL TT-2E
0.0367 ACRE TRACT

HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674

NOTES:

- 1) ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83).
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POINT OF COMMENCEMENT
FND. 5/8" I.R.
X = 1445818.97
Y = 17201180.99

POINT OF BEGINNING
X = 1447530.62
Y = 17199013.17

FND. CONC. MON.
W/HUMBLE OIL CAP

FIBER OPTIC CABLE

SURVEY PLAT OF
PARCEL TT-2E - 0.0367 ACRE
BEING A PORTION OF ALL THAT CERTAIN
PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 151.175 ACRE TRACT
AS RECORDED IN
C.F. NO. 1996-032464
OF THE
NUECES COUNTY DEED RECORDS
IN THE
HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674
NUECES COUNTY, TEXAS.
FOR
GROUNDWATER & ENVIRONMENTAL
SERVICES, INC.

PROJECT NO. 1578-13-03



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940

SURVEYED:	06-21-13	BOOK No.:	CRA WORLD VOL 2	IMAGE:	NONE
DRAWN BY:	RMR/7-13	CHECKED:	WPD	REVISED:	NONE



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**HARBOR ISLAND STATION
PARCEL TT-2E – 0.0367 ACRES
HUMBLE OIL COMPANY SURVEY, SECTION 806, ABSTRACT 2674
NUECES COUNTY, TEXAS
PAGE 1 OF 1**

ALL THAT CERTAIN 0.0367 ACRE tract of land lying and situated in the Humble Oil Company Survey, Section 806, Abstract 2674, Nueces County, Texas, being a portion of all that certain called 151.175 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, said 0.0367 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F. = 1.0000072341) as follows:

COMMENCING at a 5/8" iron rod found marking the northeast corner of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southeast corner of all that certain called 56.249 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, located in the southwestern boundary line of all that certain called 75.126 acre tract conveyed by deed recorded on February 1, 1996 from Fin-Tex Pipe Line Company to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-004298 of the Nueces County Official Records, said Point of Commencement being located at Texas State Plane Coordinate position X=1445818.97 and Y=17201180.99;

THENCE South 45°39'19" East, coincident with the northeastern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southwestern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 75.126 acre tract, a distance of 2739.31 feet to a point for corner;

THENCE South 44°20'41" West, a distance of 353.91 feet to the **POINT OF BEGINNING**, for the North corner of the herein described 0.0367 acre tract, at position X=1447530.62 and Y=17199013.17;

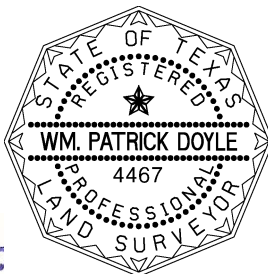
THENCE South 46°03'17" East, a distance of 80.00 feet to a point for the East corner of the herein described 0.0367 acre tract, at position X=1447588.22 and Y=1718957.65;

THENCE South 43°56'43" West, a distance of 20.00 feet to a point for the South corner of the herein described 0.0367 acre tract, at position X=1447574.34 and Y=17198943.25;

THENCE North 46°03'17" West, a distance of 80.00 feet to a point for the West corner of the herein described tract, at position X=1447516.74 and Y=17198998.77;

THENCE North 43°56'43" East, a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.0367 acre of land, more or less.

**Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
August 6, 2013**



This description is based on a survey, a plat of which, dated June 21, 2013, is on file in the office of Doyle & Wachtstetter, Inc.
Legal\pat\CRA World\ Harbor Island Station Parcel TT-2E 0.0367 acres.doc

PARCEL TT-5A

0.0367 ACRE SURVEY PLAT AND METES AND BOUNDS

NUECES COUNTY
TEXAS

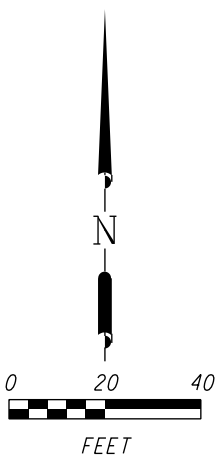
HUMBLE OIL CO. SURVEY #960
ABSTRACT 2679

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #960
ABSTRACT 2678

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 75.126 ACRE TRACT
C.F. NO.1996-004298
N.C.O.R.

ARANSAS PASS CHANNEL &
DOCK CO. SURVEY #653
ABSTRACT 2523

SURVEY PLAT OF
PARCEL TT-5A - 0.0367 ACRE
BEING A PORTION OF ALL THAT CERTAIN
PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
CALLED 151.175 ACRE TRACT
AS RECORDED IN
C.F. NO. 1996-032464
OF THE
NUECES COUNTY DEED RECORDS
IN THE
HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674
NUECES COUNTY, TEXAS.
FOR
GROUNDWATER & ENVIRONMENTAL
SERVICES, INC.

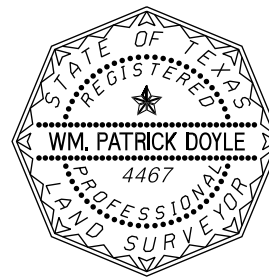


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LEGEND

- FOUND IRON PIPE/ROD
- FIBER OPTIC LINE
- * CHAIN LINK FENCE
- .-.- SURVEY LINE
- PROPERTY LINE

I, Wm. PATRICK DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR,
DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE
REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND,
AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY,
EXCEPT AS SHOWN HEREON.



Wm. Patrick Doyle
WM. PATRICK DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4467

POINT OF COMMENCEMENT
FND. 5/8" I.R.
X = 1445818.97
Y = 17201180.99

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL B - CALLED 56.249 ACRE TRACT
C.F. NO.1996-032464
N.C.O.R.

POINT OF BEGINNING
X = 1447296.19
Y = 17199241.63

SUBJECT
PARCEL TT-5A
0.0367 ACRE TRACT

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY, TEXAS
PARCEL C - CALLED 151.175 ACRE TRACT
C.F. NO.1996-032464
N.C.O.R.

HUMBLE OIL CO. SURVEY #806
ABSTRACT 2674

NOTES:

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Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940

SURVEYED:	06-21-13	BOOK NO.:	CRA WORLD VOL 2	IMAGE:	NONE
DRAWN BY:	RM/77-13	CHECKED:	WPD	REVISED:	NONE

PROJECT NO. 1578-13-03



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**HARBOR ISLAND STATION
PARCEL TT-5A – 0.0367 ACRES
HUMBLE OIL COMPANY SURVEY, SECTION 806, ABSTRACT 2674
NUECES COUNTY, TEXAS
PAGE 1 OF 1**

ALL THAT CERTAIN 0.0367 ACRE tract of land lying and situated in the Humble Oil Company Survey, Section 806, Abstract 2674, Nueces County, Texas, being a portion of all that certain called 151.175 acre tract conveyed by deed recorded on June 21, 1996 from Koch Pipeline Company, L.P. to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Clerk's File No. 1996-032464 of the Nueces County Official Records, said 0.0367 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F. = 1.0000072341) as follows:

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THENCE South 45°39'19" East, coincident with the northeastern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 151.175 acre tract, same being the southwestern boundary line of said Port of Corpus Christi Authority of Nueces County, Texas called 75.126 acre tract, a distance of 2411.971 feet to a point for corner;

THENCE South 44°20'41" West, a distance of 354.39 feet to the **POINT OF BEGINNING**, for the North corner of the herein described 0.0367 acre tract, at position X=1447296.19 and Y=17199241.63;

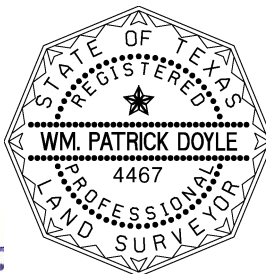
THENCE South 45°18'38" East, a distance of 80.00 feet to a point for the East corner of the herein described 0.0367 acre tract, at position X=1447353.06 and Y=17199185.37;

THENCE South 44°41'22" West, a distance of 20.00 feet to a point for the South corner of the herein described 0.0367 acre tract, at position X=1447338.99 and Y=17199171.15;

THENCE North 45°18'38" West, a distance of 80.00 feet to a point for the West corner of the herein described tract, at position X=1447282.12 and Y=17199227.41;

THENCE North 44°41'22" East, a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.0367 acre of land, more or less.

**Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
August 6, 2013**



This description is based on a survey, a plat of which, dated June 21, 2013, is on file in the office of Doyle & Wachtstetter, Inc.
Legal\pat\CRA World\ Harbor Island Station Parcel TT-5A 0.0367 acres.doc

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 15

**Approve Jetty and Rock Revetment Easement with the
City of Portland for Indian Point Peninsula
Habitat Restoration Project**

The Coastal Bend Bays and Estuaries Program (CBBEP) and the City of Portland (City) have arranged for funding and obtained the necessary U.S Army Corps of Engineers permits for construction of the Indian Point Peninsula Estuarine Habitat Restoration project near the Indian Point Pier on the north shoreline of Corpus Christi Bay. Funding will be provided by the State of Texas through the Coastal Erosion Planning and Response Act (60%) and the CBBEP and the City (40%).

The project includes construction of a rock revetment along the shoreline at Indian Point and installation of a series of breakwater jetties extending just off shore and along the shoreline of Corpus Christi Bay, as shown on the attached drawing. The Port of Corpus Christi owns the submerged lands along the shoreline and extending out into the bay, upon which portions of the project will be constructed. The City has requested an easement from the Port allowing the placement of the rock revetment and jetty structures on Port land. Staff and Port counsel drafted the attached Jetty and Breakwater Easement Agreement, which has been approved and signed by Portland's City Manager.

The easement is granted for a term of 30 years. Considering the ecological and public benefits that will be derived from this project, staff recommends that the easement be granted at no cost to the City.

Staff recommends approval of the Jetty and Breakwater Easement with the City of Portland.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



City of Portland Easement at Indian Point Peninsula

AGENDA ITEM NO. 15

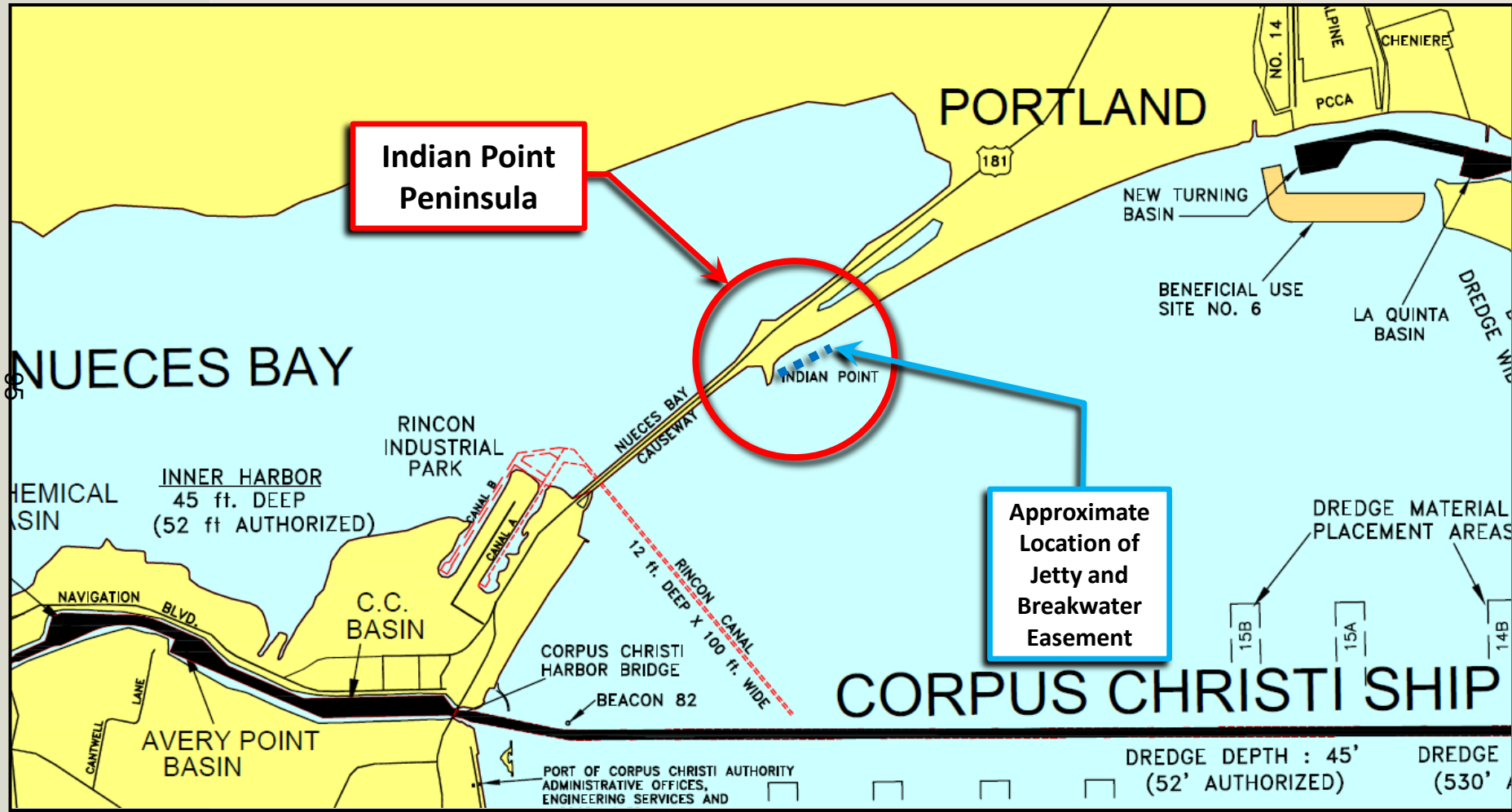


EXHIBIT 1

JETTY AND ROCK REVETMENT EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
 COUNTY OF NUECES §

This Jetty and Rock Revetment Easement is made by and between the Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") as Grantor and the City of Portland, a Texas home rule municipality as Grantee (hereinafter "Grantee").

WHEREAS, Grantee desires to place up to 8 break water jetties on Tract 2 of the submerged lands located in Nueces County, Texas and conveyed to Authority (f/k/a Nueces County Navigation District No. 1) by the State of Texas in Patent 106. (the "Submerged Lands");

WHEREAS, Grantee desires to build a rock revetment (the "Rock Revetment") along the shoreline of a 4.605 acre tract of land out of the H.A. Pierce Resurvey of the C.W. Egery Survey, situated in San Patricio County, Texas (the "Upland Tract"). The rock revetment will be located partially on the Submerged Lands and partially on the Upland Tract. The Upland Tract is more particularly described in that certain warranty deed dated July 22, 1981 from Medical Professional Building Corporation of Corpus Christi to the City of Portland, Texas recorded under document number 299447 of the Deed Records of San Patricio County, Texas.

WHEREAS Authority is willing to grant an easement to Grantee for the placement of the break water jetties and the rock revetment on the Submerged Lands;

NOW THEREFORE, for and in consideration of \$10.00 and other good and valuable considerations, including the covenants and conditions herein made and provided to be kept and performed by Grantee, Authority has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY to Grantee, an Easement for the purpose of constructing, maintaining, repairing, replacing and removing the Rock Revetment, and up to eight (8) breakwater jetties (the "Jetties") in the locations depicted in Exhibit "A" attached hereto and incorporated herein as though fully set forth. The Jetties to be of the size and dimensions as shown on said Exhibit "A". The Jetties and the Rock Revetment shall hereinafter be collectively referred to as the "Improvements". That portion of the easement herein granted upon which the Rock Revetment will be located shall extend thirty feet (30') out into the Submerged Lands from the shoreline boundary between the Upland Tract and the Submerged Lands. That portion of the easement herein granted upon which the Jetties will be located shall extend fifty (50) feet on each side of the Jetty centerline depicted in Exhibit "A".

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for thirty (30) years, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land,

and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

(1) Termination. Unless, changed renewed or extended, this easement will terminate thirty (30) years from the date hereof, provided however, this easement will terminate five (5) years from the date hereof in the event, the Rock Revetment and at least two of the eight Jetties depicted in Exhibit "A" are not completed by that time. This Easement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after written notice from the Authority so to do. Authority will have ninety (90) days after the termination or expiration of this easement to elect in writing to have Grantee remove all Improvements existing in the easement and to restore Authority's lands to the condition in which same existed prior to the existence of the improvements. In the event of such a request Grantee agrees it will remove all Improvements existing in the easement and restore Authority's lands to the condition in which same existed prior to the existence of the Improvements within one (1) year after Grantee's receipt of said request. In the event Authority does not timely request Grantee to remove the Improvements from the easement, then title to that portion of the Improvements located on the Submerged Lands will automatically vest in the Authority. In the event Authority requests that Grantee remove the Improvements and Grantee fails to remove the Improvements as requested, the Authority may either declare the termination of Grantee's interest in any such Improvements and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause said Improvements, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee.

(2) Access. The rights of ingress and egress hereinabove referred to in Grantee shall be confined to the above-described easement and Grantee shall not have the right to cross Authority's adjacent land, store materials or equipment thereon or to conduct any of its operations thereon, unless the prior consent of the Authority is obtained in writing, which consent will not be unreasonably withheld. Except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to its employees, agents or contractors entering upon the easement for construction, maintenance, repairs or other operations.

(3) Construction, Maintenance and Use. Grantee shall construct, maintain, repair, replace, and/or remove said Improvements in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same. All plans for the construction, repair, replacement and/or removal of said Improvements must be approved in writing in advance by the Authority prior to commencement of work. No dredged material may be placed upon the easement at any time.

Grantee agrees that all existing concrete rubble located on the Submerged Lands within the revetment footprint and concrete rubble, above grade, and located on the Upland Tract shall be crushed so that no dimension is greater than 6 inches. Once crushed, the concrete rubble shall be redistributed beneath the revetment as a bedding layer with a relatively uniform, even

surface. Any protruding rebar shall be removed or cut flush. Crushed concrete rubble may be redistributed from one area to another as needed to balance cut/fill requirements.

Grantee's use of the easement herein granted and its operations in relation to it shall at all times comply with all laws, statutes, rules and regulations of federal, state and local government.

Grantee shall furnish the Authority upon completion of the installation of the Improvements or any modification thereof an as-built drawing of the location of the Improvements and any modification thereof.

Grantee shall be responsible for coordination of its construction and use in the easement with any other existing users and easement holders in or near the Grantee's easement. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee. All restoration work shall be appropriately tested at Grantee's expense.

Grantee shall not allow this easement or any portion of the Improvements constructed thereon to become a hazard to navigation on adjacent or nearby waters. Grantee agrees to install, maintain and replace, as and when needed, signs warning of the presence and existence of the Jetties. Said warning signs shall conform to the standards and specifications and shall be in the locations set forth in the construction plans previously provided by City to Authority. All warning signs shall at a minimum meet the standards required by State and/or Federal law.

(4) Reservations and Exceptions. The easement herein granted shall be subject to any and all easements heretofore granted by Authority to other parties whether of record in Nueces County or not. The Authority reserves the right to grant easements upon, over, under and across the property embraced by the easement herein granted and to grant rights of use, leases and easements above, below and on the surface of such property.

(5) Indemnity. GRANTEE HEREBY RELEASES AND DISCHARGES AUTHORITY FROM LIABILITY FOR, AND ASSUMES THE RISK OF LOSS OR DAMAGE TO THE PROPERTY OF GRANTEE, AND THE PERSONAL INJURY OR DEATH OF ANY PERSON EMPLOYED BY GRANTEE, AND GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD AUTHORITY, ITS AGENTS, SERVANTS, EMPLOYEES AND COMMISSIONERS, HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY GRANTEE'S WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BREACH OF ANY TERM OR CONDITION OF THIS LEASE, INCLUDING THAT CAUSED BY ANY OF THE GRANTEE'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES, ACTIVITIES DIRECTLY OR INDIRECTLY RELATED TO THIS LEASE OCCURRING IN, DURING OR AFTER THE TERM OF THIS LEASE, SAVE AND EXCEPT SUCH DAMAGES AS MAY BE CAUSED BY THE NEGLIGENCE OF THE AUTHORITY, ITS AGENTS, CONTRACTORS,

EMPLOYEES, INVITEES OR LICENSEES, IT BEING INTENDED THAT GRANTEE WILL INDEMNIFY AUTHORITY FOR GRANTEE'S PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WHICH CAUSES SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT SHOULD GRANTEE FAIL OR REFUSE TO PARTICIPATE IN THE SETTLEMENT OF A CLAIM FOR DAMAGES, THEN AUTHORITY MAY SETTLE WITH THE CLAIMANT WITHOUT PREJUDICE TO AUTHORITY'S INDEMNITY RIGHTS SET FORTH HEREIN, IT BEING EXPRESSLY RECOGNIZED THAT A SETTLEMENT AFTER DEMAND ON GRANTEE WILL CONSTITUTE A SETTLEMENT OF THE PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OF BOTH GRANTEE AND AUTHORITY, WHICH SETTLEMENT MAY LATER BE APPORTIONED BETWEEN AUTHORITY AND GRANTEE.

EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, IT IS THE INTENT OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND LIABILITIES ASSUMED UNDER THE TERMS OF THIS EASEMENT BE WITHOUT MONETARY LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF. THE INDEMNITY CONTAINED IN THIS PARAGRAPH APPLIES, WITHOUT LIMITATION, TO ANY VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW IN EFFECT DURING THE TERM OF THIS EASEMENT, INCLUDING ANY RENEWAL OR EXTENSION, AND ANY AND ALL MATTERS ARISING OUT OF ANY ACT, OMISSION, EVENT OR CIRCUMSTANCE EXISTING OR OCCURRING DURING THE TERM OF THIS JETTY EASEMENT, INCLUDING ANY EXTENSIONS, REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW AT THE TIME OF ITS EXISTENCE OR OCCURRENCE.

(6) Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent may be withheld in Authority's sole and absolute discretion. This easement shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Assignment shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof.

(7) Relocation. The Authority may require Grantee to remove or relocate the Improvements situated in the aforesaid easement in the event the same interfere with, or will interfere with, any facility, channel improvement, or operation of Authority; in such event, the cost of such removal, or relocation shall be paid solely by Grantee. In the event of such removal or relocation, Authority will use its best efforts to provide Grantee with an alternate easement on Authority's land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement. In the event Grantee fails to remove or relocate the Improvements as required hereunder, then Authority may remove and dispose of the Improvements at Grantee's Expense.

The execution of this easement shall be conclusive of the agreement of Grantee to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority,

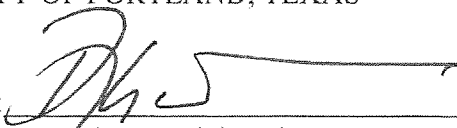
respectively.

WITNESS this _____ day of _____, 2014.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue, Executive Director

CITY OF PORTLAND, TEXAS

By:  _____
Randy L. Wright, City Manager

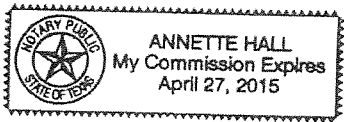
STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of _____ 2014, by John P. LaRue, Executive Director of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

NOTARY PUBLIC, STATE OF TEXAS

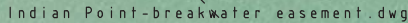
STATE OF TEXAS §
 §
COUNTY OF SAN PATRICIO §

This instrument was acknowledged before me on the 30th day of September 2014, by Randy L. Wright, City Manager of the City of Portland Texas, on behalf of said City.



Annette Hall

NOTARY PUBLIC, STATE OF TEXAS



DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 16

Approve Option Agreement with M&G Resins USA, LLC, to Expand Public Oil Dock No. 14 to a Ship Dock and Approve the Associated Revisions to the Existing Construction and Priority Use Agreement and the Agreement of the Frequent Users for Oil Dock 14, Should the Option Be Exercised

The PCCA entered into an agreement with M&G Resins USA, LLC, in June 2013 to design and construct Oil Dock 14 as a public barge dock to support operations at M&G's proposed plastics plant located on the north side of the inner harbor. On August 12, 2014, the Port Commission approved a Service Order with HDR Engineering Inc. to provide the final design for a ship dock option at Oil Dock 14, which would expand ship access for liquid bulk cargo transfers and layberth opportunities. See attached exhibit. M&G has agreed to the ship dock option at Oil Dock 14.

To support the ship dock option, PCCA staff has coordinated with M&G staff and negotiated an Option Agreement that gives the PCCA the exclusive right to choose to construct Oil Dock 14 as a ship dock instead of as a barge dock, based on option pricing to be evaluated at the time of bid. In addition, staff has negotiated revisions to the existing Construction and Priority Use Agreement and the existing Frequent Users Agreement for Oil Dock 14 with M&G that reflect construction and operation of an expanded ship facility. The revised agreements will be executed in the event that the PCCA exercises the Option Agreement to construct Oil Dock 14 as a public ship dock. The Option Agreement, revised Construction and Priority Use Agreement, and revised Frequent Users Agreement for Oil Dock 14 have been reviewed by and received concurrence from both PCCA and M&G legal counsel.

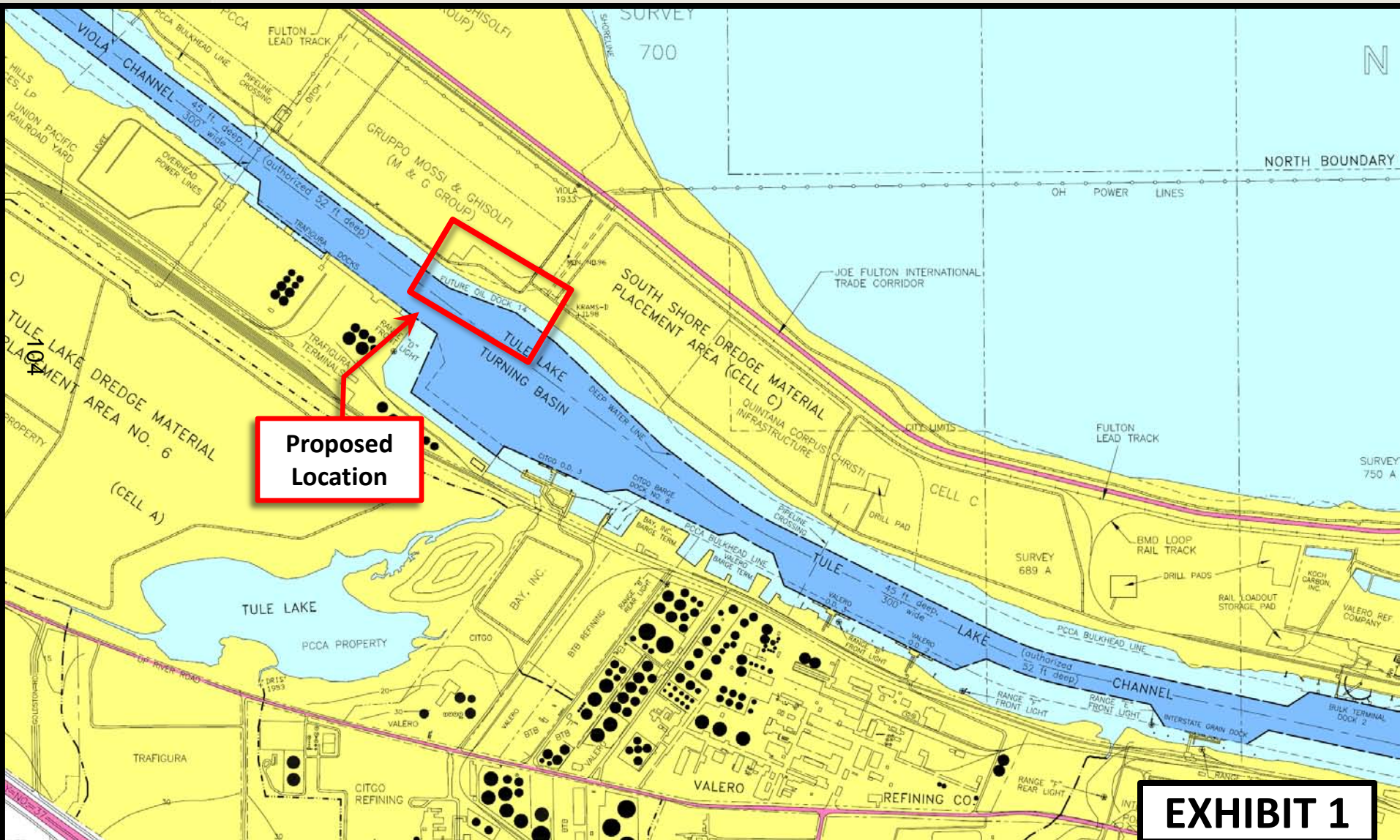
Staff recommends approval of the attached Option Agreement with M&G Resins USA, LLC, and authorization to execute the revised Construction and Priority Use and revised Frequent Users Agreements for Oil Dock 14 in the event that the PCCA exercises the ship dock option.

LEAD CONTACT: David L. Krams, P.E.; 361-885-6134; krams@pocca.com.

Port of Corpus Christi Authority

Oil Dock 14

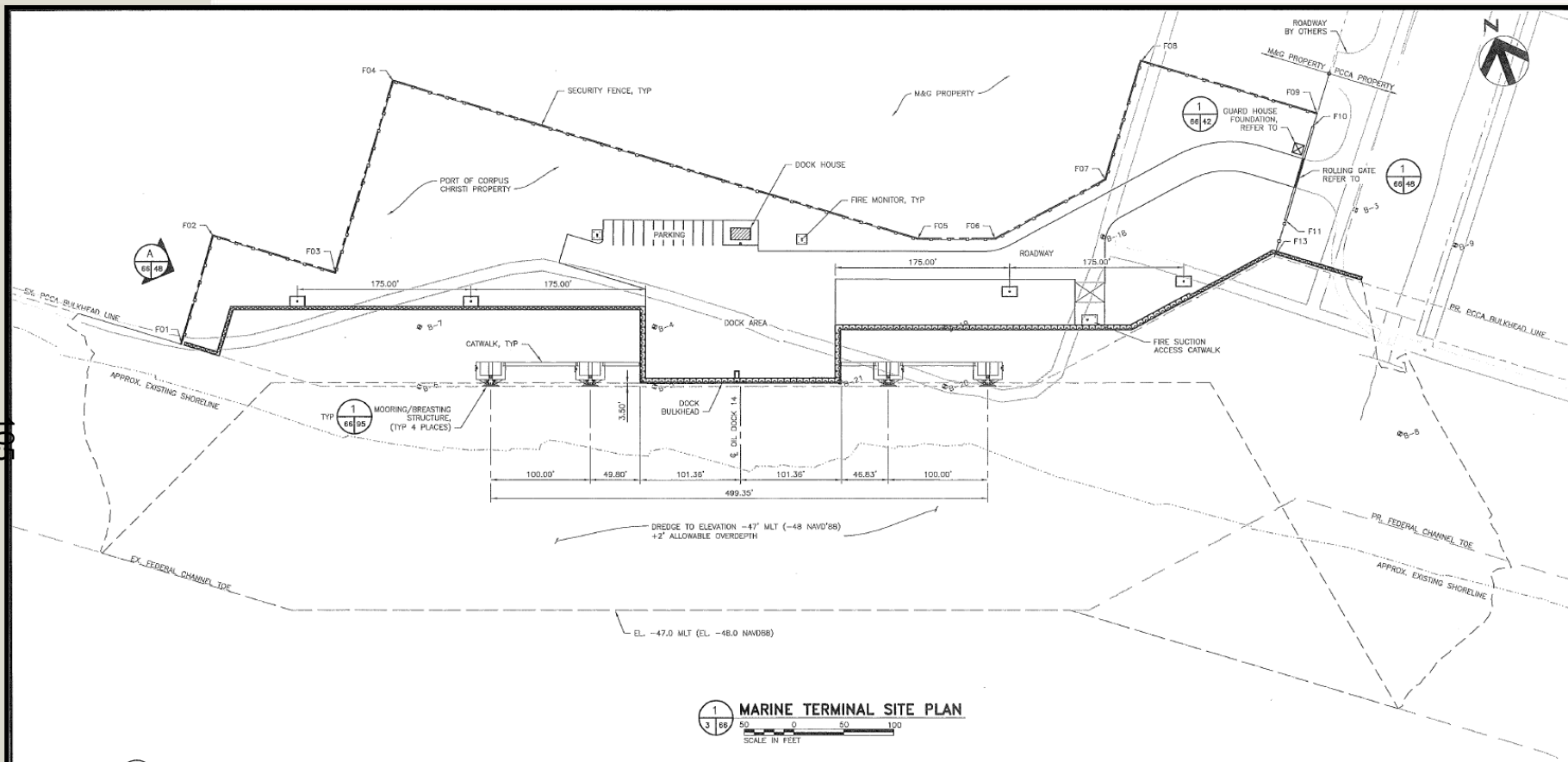
AGENDA ITEM NO. 16








Port of Corpus Christi Authority

Oil Dock 14

AGENDA ITEM NO. 16




- NOTES:
1. REFER TO  FOR GRADING PLAN.
 2. REFER TO  FOR SANITARY SEWER SYSTEM.
 3. REFER TO  FOR POTABLE WATER PLAN.
 4. REFER TO  FOR DREDGING PLAN.
 5. REFER TO  FOR FIREWATER SYSTEM SITE PLAN.

LEGEND:

— FENCE POST COORDINATE; REFER TO SHEET 48 FOR COORDINATE TABLE AND FENCE DETAILS

F# SECURITY FENCING



PRELIMINARY		NO.	DATE	REVISION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PUBLIC REVIEW AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.		A	08/24/14	60% SUBMITTAL
ENGINEER: MICHAEL R. PETTIVORN				
REGISTRATION NO.: 119957				
DATE: SEPTEMBER 2014				
THIS DRAWING MAY BE REDUCED IN SCALE. THE LINE BELOW ON THE ORIGINAL DRAWING IS 1" LONG.				
				

PROJECT # 13-032A



PORT OF CORPUS CHRISTI AUTHORITY

PUBLIC OIL DOCK 14

MARINE TERMINAL

ALTERNATE BASE BID

SCALE: 1" = 50'

DWN. BY: DO

MARINE TERMINAL

SITE PLAN

DATE: SEPTEMBER 2014

DWG. NO. 13-032A-055-66

SHEET 66 OF 121

**OPTION AGREEMENT TO EXPAND
PUBLIC OIL DOCK NO. 14
TO A SHIP DOCK**

This Option Agreement to Expand Public Oil Dock No. 14 to a Ship Dock (the “**Agreement**”) is made effective as of the ____ day of _____, 2014 (the “**Effective Date**”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “**Authority**”) and M&G Resins USA, LLC, a Delaware limited liability company (the “**Company**” or “**M&G**”).

RECITALS:

- A. Authority and M&G are parties to that certain Public Oil Dock No. 14 Construction and Priority Use Agreement dated effective as of June 28, 2013 (the “**Dock Construction Agreement**”).
- B. The Authority desires to have the option to expand the Barge Dock Project (as defined in the Dock Construction Agreement) to accommodate, dock, load and unload ships and other vessels, and the Company is willing to grant the Authority this option as provided in this Agreement.

AGREEMENTS:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the agreements set forth in the Dock Construction Agreement and in this Agreement, the parties hereto agree as follows:

- 1. Ship Dock Project. Authority will engage the Engineer described in Section 3.01 of the Dock Construction Agreement to perform the engineering services necessary for the design and construction of the “**Ship Dock Project**” described in the Public Oil Dock No. 14 Construction and Priority Use Agreement attached hereto as ATTACHMENT ONE (the “**New Dock Agreement**”), including, but not limited to, the preliminary design phase, surveying, geotechnical studies, and final design phase for the Ship Dock Project. As soon as the final design phase is complete and approved in writing by Company, Authority will obtain competitive bids for construction of the Barge Dock Project and an alternative bid for the construction of the Ship Dock Project in accordance with Chapter 60, Texas Water Code and Authority’s Project Manual. The Authority will notify the Company of the dollar amount of each bid received and of any disqualified bids as soon as practicable after the bids are opened.
- 2. Ship Dock Project Option. The Authority and M&G agree that the Authority hereby has the option, at the Authority’s sole cost and discretion, to accept the best bid for the Ship Dock Project instead of the best bid for the Barge Dock Project (the “**Ship Dock Project Option**”). The Ship Dock Project Option must be exercised, if at all, on or before January 15, 2015 (the “**Option Date**”), otherwise the said Ship Dock Project Option shall automatically terminate and be null and void for all purposes.

3. New Dock Agreement and Frequent Users Agreement. If the Authority timely exercises the Ship Dock Project Option, the Authority and Company shall as soon as practicable thereafter execute the New Dock Agreement and the Agreement of Frequent Users and the Port of Corpus Christi Authority for Public Oil Dock No. 14 (the “**New Frequent Users Agreement**”) in the form attached to the New Dock Agreement, and as attached hereto as ATTACHMENT TWO. The Authority and Company understand that, if executed, the New Dock Agreement and the New Frequent Users Agreement will replace the Dock Construction Agreement and that certain Agreement of Frequent Users and the Port of Corpus Christi Authority for Public Oil Dock No. 14 made effective June 28, 2013, by and between the Authority and the Company.
4. General Terms.
 - a. The recitals set forth above are true and correct and incorporated herein by reference.
 - b. This Agreement may be executed in multiple counterparts which, when combined together, shall constitute an original of this Agreement. In addition, facsimile signatures or PDF signatures (sent by e-mail) of the parties shall be effective on all counterparts of this Agreement.
 - c. The Dock Construction Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by all the parties hereto.
 - d. All terms and conditions of the Dock Construction Agreement not specifically amended hereby are hereby ratified, confirmed, and shall continue in full force and effect.

[Signature page follows this page]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, each of which shall be deemed to be an original, as of the dates provided below each signature, to be effective, however, for all purposes as of the Effective Date.

Authority:

**Port of Corpus Christ Authority of
Nueces County, Texas**

By: _____
John P. LaRue, Executive Director

Date: _____

Company / M&G:

M&G Resins USA, LLC,
a Delaware limited liability company

By: _____
Mauro Fenoglio, Vice President

Date: _____

ATTACHMENTS:

Attachment One – New Dock Agreement

Attachment Two – New Frequent Users Agreement

ATTACHMENT ONE

PUBLIC OIL DOCK No. 14

CONSTRUCTION AND PRIORITY USE AGREEMENT

Between

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

And

M&G RESINS USA, LLC

This Public Oil Dock No. 14 Construction and Priority Use Agreement (the “**Agreement**”) is made effective as of the ____ day of _____, 2015 (the “**Effective Date**”), by and between PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “**Authority**”) and M&G Resins USA, LLC, a Delaware limited liability company (the “**Company**” or “**M&G**”).

RECITALS:

(a) Authority, as purchaser, and Company, as seller, entered into a Purchase, Leaseback and Construction Agreement dated June 11, 2013 (the “**Purchase Agreement**”).

(b) In connection with the closing of the Purchase Agreement, the Authority and the Company entered into that certain Public Oil Dock No. 14 Construction and Priority Use Agreement effective as of June 28, 2013 (the “**Barge Dock Agreement**”).

(c) Authority and the Company entered into a Dock Option Agreement dated October 14, 2014 (the “**Dock Option Agreement**”) under which the Company granted the Authority the option to convert the Barge Dock Project (as described in the Barge Dock Agreement”) into the Ship Dock Project as described in this Agreement.

(d) Pursuant to the Dock Option Agreement, the Authority exercised its option to convert the Barge Dock Project into the Ship Dock Project, and the Authority and the Company have entered into this Agreement in complete substitution for the Barge Dock Agreement.

(e) The Authority will design and construct, pursuant to the terms of this Agreement, a new ship dock structure in the Inner Harbor of the Port of Corpus Christi (the “**Ship Dock**”) and a dock slip adjacent to it (the Ship Dock and the slip being collectively referred to in this Agreement as the “**Ship Dock Project**”) sufficient to accommodate a ship 820’ long x 144’ wide with a draft suitable for safe navigation in the adjacent Corpus Christi Ship Channel at the depths maintained by the Federal government, as more fully depicted on **Exhibit 1** attached hereto. The Ship Dock Project will also be able to accommodate the mooring of four (4) 30,000-barrel tank barges, each barge approximately 297 feet long x 54 feet wide x 10 feet draft, moored two barges long by two barges wide.

(f) The Company will provide and install, pursuant to the terms of this Agreement, the necessary utilities, equipment and improvements (collectively, the “**Company Facilities**”) to safely and properly load and unload Liquid Bulk Cargo (as defined in Section 1.01) to and from barges moored at the Ship Dock. The Company, at its sole cost and expense, reserves the right to design, expand, engineer, procure, and construct its Company Facilities to safely and properly load and unload Liquid Bulk Cargo to and from ships moored at the Ship Dock. The Company will service and maintain the Company Facilities as described in this Agreement. A partial list of the Company Facilities is attached hereto as **Exhibit 2**.

(g) Upon completion of the construction of the Ship Dock Project and the Company Facilities, the Ship Dock will be known as the Authority’s Public Oil Dock No. 14.

(h) The Company and the Authority will, contemporaneously with the execution of this Agreement, execute the Agreement of the Frequent Users and Port of Corpus Christi Authority for Public Oil Dock No. 14 attached hereto as **Exhibit 4** (the “**User Agreement**”) with respect to Company’s right to use the Ship Dock Project for loading and unloading ships and barges with Liquid Bulk Cargo. The User Agreement amends and restates in its entirety that certain Agreement of Frequent Users and the Port of Corpus Christi Authority for Public Oil Dock No. 14 made effective June 28, 2013, by and between the Authority and the Company pursuant to the Purchase Agreement and the Barge Dock Agreement

NOW, THEREFORE, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the Authority and the Company contract and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Certain Definitions.

Each of the following words and terms shall have the meaning set forth or referred to in this Section whenever they are used in this Agreement:

Acts - Article 16, Section 59 of the Texas Constitution and Chapters 60 and 62, Texas Water Code, as amended.

Affiliate – Any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. For purposes of this definition, “**control**” means (1) the beneficial ownership of fifty percent (50%) or more of the outstanding voting ownership interests of another business entity, or (2) the ability to direct the day-to-day management and long-term policies of another business entity, whether by contract or otherwise.

Agreement - This Public Oil Dock No. 14 Construction and Priority Use Agreement, together with all Exhibits attached to this Agreement, and all amendments and supplements to this Agreement.

Authority - Port of Corpus Christi Authority of Nueces County, Texas.

Commencement Date – The “Commencement Date” under the Rail Yard Lease Agreement.

Company – M&G Resins USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware and its permitted successors and assigns.

Company Facilities - The equipment necessary to move Liquid Bulk Cargo to or from barges docked at the Ship Dock, or, if the Company so elects, ships and barges docked at the Ship Dock; and a pipeline connection, including, but not limited to: pumps, pipelines, combustors, manifolds, and support facilities described in **Exhibit 2** to this Agreement for the handling of Liquid Bulk Cargo at Public Oil Dock No. 14 Dock.

Contractor – Any business entity engaged by the Authority or the Company, as applicable, to construct or install the Ship Dock Project or the Company Facilities.

Cost of Construction of the Ship Dock Project -- All costs (except internal costs) incurred by the Authority, for its own account, with respect to the design and construction of the Ship Dock Project.

Cost of Construction and Installation of the Company Facilities - All costs (except internal costs) incurred by the Company, for its own account, with respect to the purchase, construction and installation of the Company Facilities on the Ship Dock Project.

Deficit Payment Credit – The Deficit Payment Credit calculated pursuant to the third paragraph of Section 6.02.

First Priority Use Year – The twelve-month period beginning on the Commencement Date and ending on the day before the first anniversary of the Commencement Date. The First Priority Use Year will be the same twelve-month period as the first Operational Lease Year under the Rail Yard Lease Agreement.

Liquid Bulk Cargo – petrochemicals, crude oil, condensate, gasoil, residual fuel oil and similar and related feedstock, or other processed petroleum products, except liquefied natural gas.

Parties -- Authority and Company.

Party -- Authority or Company, as the case may be.

Priority Use Period – The fourteen year period beginning on the Commencement Date and ending on the day before the fourteenth anniversary of the Commencement Date.

Priority Use Year – The First Priority Use Year and each twelve-month period thereafter during the Priority Use Period.

Port Commission -- The governing body of the Authority.

Public Oil Dock No. 14 – The Ship Dock.

Rail Yard Lease Agreement – That certain lease agreement entered into by the Company and Authority effective as of June 28, 2013, covering 59.3 acres of land, more or less, in Nueces County, Texas, (the “**Leased Premises**”), which the Authority purchased from the Company pursuant to the Purchase Agreement.

Section -- A section of this Agreement.

Ship Dock - The dock to be constructed by the Authority and Company pursuant to the terms of this Agreement. Upon completion of the construction of the Ship Dock by Authority and Company, it will be named the Authority’s “**Public Oil Dock No. 14**”.

Specifications -- The drawings, plans and written descriptions contained in the contract documents for each Contractor’s contract for the construction of the Ship Dock Project or the purchase, construction and installation of the Company Facilities on the Ship Dock Project, as applicable.

Term – The term of this Agreement begins on the Effective Date and ends on the last day of the Priority Use Period, unless sooner terminated in accordance with the terms of this Agreement.

Section 1.02. Other Definitions

Capitalized terms in this Agreement which are not defined in Section 1.01 are defined in the text of this Agreement.

ARTICLE 2 REPRESENTATIONS

Section 2.01 Representations By Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a governmental agency, body politic and corporate of the State of Texas existing and operating as a navigation district pursuant to Article 16, Section 59 of the Texas Constitution and Chapters 60 and 62, Texas Water Code. The Authority has determined that the Ship Dock Project constitutes a “dock,” “cargo-handling facilities,” and “other facilities incidental to or useful in the development of the district’s ports and waterways or in aid of navigation-related commerce in the port” as those terms and phrases are used in Section 60.101 of the Texas Water Code.

(b) The Authority has the legal power under the Acts to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Authority has been duly authorized to execute and deliver this Agreement by proper action of the Port Commission.

(c) The Authority is not in default under any of the provisions of the laws of Texas which would impair, interfere with or otherwise adversely affect the ability of the Authority to make and perform the provisions of this Agreement.

(d) There is no litigation pending, or to the knowledge of the Authority threatened, in any court, either state or federal, calling into question the creation, organization or existence of the Authority, the validity or enforceability of this Agreement or the authority of the Authority to construct the Ship Dock Project or to make or perform this Agreement.

(e) The execution and delivery of this Agreement and the performance of the transactions contemplated hereby, will not violate any provision of law or regulation, or of any decree, writ, order or injunction or the organic documents of the Authority, and will not contravene the provisions of or constitute a default under any agreement, indenture, bond resolution or other instrument to which the Authority is a party or by which the Authority is bound.

(f) All requirements and conditions specified in the Acts and all other laws and regulations applicable to the execution and delivery of this Agreement have been or will be fulfilled.

(g) The Ship Dock Project construction will be designed and constructed with all reasonable dispatch as more particularly provided in Sections 3.01 and 3.02

Section 2.02 Representations By Company.

The Company makes the following representations as the basis for the undertakings on its part herein contained: It is a limited liability company duly organized under the laws of the State of Delaware; it is duly qualified to do business in the State of Texas; it is not in violation of any provisions of the laws of the State of Texas in a manner which materially impairs the Company's ability to perform its obligations hereunder; it is fully empowered to enter into and perform all agreements on its part herein contained; it has been authorized to enter into and deliver this Agreement in accordance with its governing documents and applicable state law; and the execution and delivery by it of this Agreement and the performance of the agreements herein contained do not contravene any provision of its governing documents or other requirements of law or constitute a material default under any existing agreement, indenture, mortgage, loan agreement, commitment or any other existing agreement of any kind to which it is a party or by which it is or may be bound.

ARTICLE 3 THE SHIP DOCK PROJECT

Section 3.01 Design for the Ship Dock Project.

Authority engaged a qualified professional engineer, acceptable to Company, to perform the engineering services necessary for the design and construction of the Ship Dock Project, including, but not limited to, the preliminary design phase, surveying, geotechnical studies, and final design phase for the Ship Dock Project. Authority has also obtained competitive bids for construction of the Ship Dock Project in accordance with Chapter 60, Texas Water Code and Authority's Project Manual.

Section 3.02 Construction and Cost of the Ship Dock Project.

(a) Ship Dock Project. The Authority shall construct the Ship Dock Project with all reasonable dispatch, delays incident to governmental permitting, strikes, riots, acts of God or the public enemy, or other causes beyond the reasonable control of the parties only excepted.

(b) Construction of the Ship Dock Project. The Authority shall construct the Ship Dock Project in the manner provided in this Agreement and in accordance with the description of the Ship Dock Project attached hereto as **Exhibit 1** and in the Specifications. It is agreed and understood that the Authority will enter into and execute all agreements and contracts necessary to cause the construction of the Ship Dock Project, and that the Authority will carry out, pay, supervise and enforce all such agreements and contracts, and will require its Contractor to provide insurance coverage on and in connection with the Ship Dock Project which insurance coverage is described in **Exhibit 3**, attached hereto and incorporated herein, which will name the Company and Authority as additional insureds in all insurance policies or coverages relating to the construction of the Ship Dock Project. The Authority shall pay for the Cost of Construction of the Ship Dock Project as provided in its contract with the Contractor awarded the contract for construction of the Ship Dock Project, and permitted by the Acts. The Authority will own the Ship Dock.

Section 3.03 Construction and Cost of the Company Facilities.

(a) Company Facilities. The Company shall construct the Company Facilities with all reasonable dispatch, delays incident to governmental permitting, strikes, riots, acts of God or the public enemy, or other causes beyond the reasonable control of the Parties only excepted.

(b) Construction of the Company Facilities. The Company shall construct the Company Facilities in the manner provided in this Agreement and in accordance with Specifications. It is agreed and understood that the Company will enter into and execute all agreements and contracts necessary to cause the design and construction of the Company Facilities, and that the Company will carry out, pay, supervise and enforce all such agreements and contracts, and will require its Contractor to provide insurance coverage on and in connection with the installation of the Company Facilities as described in **Exhibit 3**, attached hereto which will name the Authority and Company as additional insureds in all insurance policies or coverages relating to the construction of the Company Facilities. The Company shall pay for the Cost of Construction and Installation of the Company Facilities as provided in its contract with the Contractor awarded the contract for construction of the Company Facilities. As long as the User Agreement is in effect with respect to the Company, the Company will own the Company Facilities.

(c) Company hereby grants to the Authority, its representative and Contractors all necessary and reasonable rights of ingress and egress to the installation of the Company Facilities on the Ship Dock Project required to coordinate Authority's construction of the Ship Dock Project on the schedule to be determined by Authority and Company and their respective Contractors, and the Authority agrees that it will cooperate with the Company, its representative and Contractor so that the Ship Dock Project and the Company Facilities shall be designed and constructed as provided in this Agreement and the Specifications for the construction of the Ship Dock Project and the Company Facilities.

**ARTICLE 4
INDEMNITY**

Company shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Article 4, the “Indemnified Parties”) from and against any and all expenses (including reasonable attorneys’ fees and other costs of litigation) and liabilities for, and resulting from, the sole, joint, concurrent, or comparative negligence of Company, its agents or employees (collectively, “*Company Parties*”), in connection with the exercise by Company of the rights and privileges granted herein (each an “Indemnified Claim”). IT IS THE EXPRESS INTENTION OF AUTHORITY AND COMPANY THAT THE INDEMNITIES SET FORTH IN THIS ARTICLE 4 SHALL APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF SAME THAT ARE CAUSED IN PART BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES. Company shall, however, be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Indemnified Claim to the extent, and only to the extent, of the percentage of responsibility attributed to the Indemnified Parties with respect to causing or contributing to cause in any way the accident, personal injury, property damage, death, or other harm for which the Indemnified Claim was made. In an Indemnified Claim against any Indemnified Party by or for an employee of a Company Party, the Company’s indemnification obligation under this Article 4 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Company Party under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE 5
MEDIATION**

Authority and Company agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Agreement before a mediator to be agreed upon by Authority and Company. Authority and Company must agree upon a mediator within fifteen (15) days after a written request for mediation by either Party. If the Parties cannot agree on the appointment of a mediator within fifteen (15) days, the Parties shall request that the Presiding Administrative District Judge sitting in Nueces County, Texas, appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Authority and Company will each pay one-half of the costs of mediation to the mediator.

**ARTICLE 6
OPERATION OF SHIP DOCK DURING PRIORITY USE PERIOD**

Section 6.01. Vessel Scheduling.

So long as Company complies with the requirements of Section 6.02, Authority agrees that during the Priority Use Period the Company will have a priority right (the “**Docking Right**”) to use the Ship Dock. Accordingly, a vessel (defined as a barge or ship) that is bound for the Ship Dock to load or unload Liquid Bulk Cargo for the Company across the Ship Dock, to or

from a Company pipeline or storage tank, shall be scheduled by the Authority's Harbormaster to the Ship Dock ahead of any other vessel bound for the Ship Dock. The Company's Docking Right, however, does not include the right to require the Harbormaster to order a vessel moored at the Ship Dock and engaged in loading or unloading cargo from such vessel to depart the Ship Dock until after such vessel has completed its loading or unloading at the Ship Dock. Each vessel which was denied access to the Ship Dock because the Company exercised its Docking Right will be granted the right to access the Ship Dock next. To further clarify, the vessel skipped over by Company's exercising its Docking Right will be next in line and the Company cannot exercise its Docking Right consecutively on the same vessel.

Section 6.02 Throughput during Priority Use Period.

Company guarantees that it, or its Affiliates, shall move a minimum of two million (2,000,000) barrels of Liquid Bulk Cargo over the Ship Dock during each Priority Use Year ("**Minimum Guaranteed Throughput**"). Shipments from Priority Use Year to Priority Use Year shall not be cumulative and any excess barrels for any Priority Use Year shall not carry over into any succeeding Priority Use Year for the purpose of calculating the Minimum Guaranteed Throughput.

Company agrees that if the actual number of barrels of Liquid Bulk Cargo moved across the Ship Dock by the Company and its Affiliates during any Priority Use Year (the "**Actual Annual Throughput**") is less than the Minimum Guaranteed Throughput, then the Company shall make a payment to the Authority within sixty (60) days after the end of such Priority Use Year (the "**Due Date**") in an amount equal to the product of (A) the Authority's published wharfage rate per barrel for Liquid Bulk Cargo as of the end of such Priority Use Year, multiplied by (B) the number of barrels by which the Minimum Guaranteed Throughput exceeds the Actual Annual Throughput (the "**Deficit Payment**"). If the Company is required to make a Deficit Payment with respect to any Priority Use Year, the Company may reduce that Deficit Payment by an amount equal to the Deficit Payment Credit for such Priority Use Year, as such credit, if any, is calculated pursuant to the next paragraph of this Section 6.02.

The "**Deficit Payment Credit**" with respect to each Priority Use Year shall equal the LESSER of (1) the Feedstock Credit for such Priority Use Year, or (2) the Excess Cargo Credit for such Priority Use Agreement. The "**Feedstock Credit**" for any Priority Use Year equals the Variable Monthly Rent paid to the Authority pursuant to Section 3.02(b)(1) of the Rail Yard Lease Agreement for purified terephthalic acid, acetic acid, ethylene glycol and paraxylene transported to the Leased Premises during such Priority Use Year by railcar, truck or other means of ground transportation. The "**Excess Cargo Credit**" for any Priority Use Year equals the product of (A) the number of metric tons by which the Actual Cargo Throughput (as defined in the Rail Yard Lease Agreement) exceeds the Minimum Guaranteed Throughput (as defined in the Rail Yard Lease Agreement) for such Priority Use Year, multiplied by (B) the PET/PTA Rental Rate (as defined in the Rail Yard Lease Agreement) for such Priority Use Year.

The Deficit Payment for any Priority Use Year minus the Deficit Payment Credit for such Priority Use Year is referred to herein as the "**Adjusted Deficit Payment.**" The Company shall keep and maintain a complete and accurate set of books and records showing all Cargo shipped over the Ship Dock in order that Authority may ascertain therefrom any amounts due to Authority from the Company under this Section 6.02. Such books and records shall be subject to

inspection by Authority, its agents and attorneys at any reasonable time during normal business hours. If Company has been unable to determine with certainty the amount of Adjusted Deficit Payment payable with respect to any Priority Use Year prior to the Due Date for such payment, then Company shall pay to the Authority on or before such Due Date an amount equal to Company's good faith estimate of what the Adjusted Deficit Payment for such Priority Use Year will be, if any. If the actual Adjusted Deficit Payment for any Priority Use Year is different from the estimated Adjusted Deficit Payment paid for such Priority Use Year, Company will notify the Authority of such discrepancy as soon as it is known and either Company will pay any deficiency to the Authority, or the Authority will refund any overpayment to Company, within thirty days after the date on which Company notifies the Authority of such discrepancy.

The covenants of this Section 6.02 are material to this Agreement, and should Company fail to satisfy such covenants, Authority may terminate this Agreement after providing written notice to Company of such covenant default with specificity and allowing Company thirty (30) days to cure.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Default by the Company.

An **"Events of Default"** by the Company shall occur:

(1) if the Company fails to pay when due a Deficit Payment (less any applicable Deficit Payment Credit) or the reimbursement amount described in Section 3.01, and any such default shall continue for thirty (30) days after the receipt of written notice thereof by the Company; or

(2) if the Company fails in any material respect to keep, perform, or observe any material covenant, condition, agreement, or obligation under this Agreement that is to be kept, performed or observed by Company, and shall fail to cure, correct or remedy such non-monetary failure within forty-five (45) days after Company has received written notice specifying such non-monetary failure, unless such non-monetary failure cannot be cured with due diligence within such period of forty-five (45) days, in which case such non-monetary failure shall not be deemed to continue if the Company proceeds with due diligence to cure the failure and diligently completes the curing thereof; or

(3) if the Company shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called **"Bankruptcy Laws"**), or if the Company shall (i) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, or liquidator (or other similar official under Bankruptcy Laws) of the Company or of any substantial portion of the Company's property; (ii) admit in writing its inability to pay its debts generally as they become due; (iii) make a general assignment for the benefit of its creditors; (iv) file a petition commencing a voluntary case under or seeking to take advantage of any Bankruptcy Law; or (v) acquiesce in writing to, any

petition commencing an involuntary case against the Company pursuant to any Bankruptcy Law; or

(4) if an order for relief against the Company shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against the Company shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against the Company or proposing the reorganization of the Company under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (i) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Company, (ii) the appointment of a receiver, custodian, trustee, or liquidator (or other similar official under Bankruptcy Laws) of the Company or of any substantial portion of the Company's property, or (iii) any similar relief as to the Company pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days.

Section 7.02 Remedies of Authority.

(a) If an Event of Default occurs and is continuing under subparagraphs (1), (3) or (4) of Section 7.01, then Authority may, at any time thereafter prior to the curing thereof and without waiving any other remedies hereunder or available to Authority under the terms of this Agreement (Authority's remedies being cumulative), terminate this Agreement upon not less than thirty (30) additional days' written notice to the Company setting forth the Company's uncured, continuing Event of Default and the Authority's intent to exercise its rights to terminate this Agreement under this Section 7.02(a), whereupon this Agreement shall terminate on the termination date set forth in such notice unless the Company's Event of Default has been cured before such termination date.

(b) If an Event of Default occurs and is continuing under subparagraph (2) of Section 7.01, then Authority may, at any time thereafter prior to the curing thereof seek judicial termination of this Agreement by any court of competent jurisdiction and without waiving any other remedies herein provided (Authority's remedies in this Agreement being cumulative).

Section 7.03 No Waiver.

Any assent, expressed or implied, by the Authority or Company to any breach of any agreement, covenant or obligation contained in this Agreement shall operate as such only in the specific instance, and shall not be construed as an assent or a waiver to any such agreement, covenant or obligation generally or of any subsequent breach thereof. The remedies provided herein or at law or equity shall not be mutually exclusive.

Section 7.04. Default by Authority.

Authority shall in no event be charged with default in the performance of any of its obligations hereunder, unless Authority shall have failed to correct any such default within forty-five (45) days following receipt of written notice from Company to Authority, properly

specifying any obligations Authority has failed to perform. If Authority fails to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Agreement that are to be kept, performed or observed by Authority, and if Authority fails to remedy the same within forty-five (45) days after Authority has been given a written notice specifying such default, then in such event Company may enforce the performance of this Agreement by any method provided by law or equity.

ARTICLE 8 GENERAL PROVISIONS

Section 8.01 Compliance.

Company must comply with all federal, state and local laws, rules or regulations, including Authority's Tariff 100-A, applicable to work, operation or use of the Ship Dock. Company must comply with the requirements of Item 669 of Authority's Tariff 100-A to the extent the same apply to Company, its agents, servants and employees.

Section 8.02 No Partnership.

The relationship between Authority and Company at all times shall remain solely that of Ship Dock owner and Ship Dock Frequent User and Administrator pursuant to the User Agreement attached hereto as **Exhibit 4**, and not be deemed a partnership or joint venture. This Agreement is for the sole benefit of Authority and Company and no other person, entity or third party unless the benefit to a person, entity or third party is expressly stated in this Agreement.

Section 8.03 Parties Bound.

This Agreement binds and inures to the benefit of the Parties and their respective legal representatives, heirs, distributees, successors and assigns where assignment is permitted by this Agreement.

Section 8.04 Applicable Law.

This Agreement must be construed and its performance enforced under Texas law. Venue of any action arising out of this Agreement will be in Nueces County, Texas.

Section 8.05 Severability.

If any part of this Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

Section 8.06 Time of Essence.

Time is of the essence with respect to each date or time specified in this Agreement by which an event is to occur.

Section 8.07 Rights and Remedies Cumulative.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. All the rights and remedies may be exercised and enforced concurrently or whenever occasion for the exercise arises.

Section 8.08 Attorneys' Fees.

In the event of a breach or default based upon any of the terms of this Agreement and the Parties employ an attorney to protect or enforce their rights hereunder, then the prevailing Party will be paid its reasonable attorneys' fees by the losing Party.

Section 8.09 Public Disclosure.

Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and 552), and as such Authority is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Company agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Authority as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability or action by Company. Authority shall provide immediate notice to Company of any open records request and allow Company to seek protective order within the statutory time limits.

In the event that Authority is requested to disclose any information regarding the Company or the transactions contemplated hereby which can be withheld under the Texas Public Information Act, Authority will provide the Company with prompt prior notice so that the Company may seek a protective order or other appropriate remedy and/or waive the right to have the information withheld.

Section 8.10 Authorization.

The person executing this Agreement on behalf of the Company personally warrants and represents unto Authority that (a) (if applicable) Company is a duly organized and existing legal entity, in good standing in the state of Delaware, and is fully qualified to transact business in the State of Texas, (b) Company has full right and authority to execute, deliver and perform this Agreement, (c) the person executing this Agreement on behalf of Company was authorized to do so, and (d) upon request of Authority, such person will deliver to Authority reasonable satisfactory evidence of his or her authority to execute this Agreement on behalf of Company.

Section 8.11 Recording.

Neither this Agreement (including any exhibit hereto) nor any memorandum of it may be recorded without the prior written consent of Authority.

Section 8.12 Interpretation.

Both Authority and Company and their respective legal counsel have reviewed and have participated in the preparation of this Agreement. Accordingly, no presumption will apply in favor of either Authority or Company in the interpretation of this Agreement or in the resolution of the ambiguity of any provision hereof. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. Reference to this Agreement means this Agreement as amended or modified and in effect for time to time in accordance with the terms thereof.

Section 8.13 Force Majeure.

No failure or omission by the Company or the Authority, in the performance of any obligation under this Agreement, except the obligation to make Deficit Payments (less any applicable Deficit Payment Credits) when due, shall be considered a breach of this Agreement or create any liability for damages if and to the extent such failure or omission shall arise from any cause or causes beyond the control of such Parties, 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, transportation embargoes, and compliance with rules, regulations, or orders of any governmental authority (“*force majeure*”).

In the event the Company or the Authority is rendered unable, in whole or in part, by *force majeure* to carry out its obligations under this Agreement, other than to make payments when due, it is agreed that upon such Party’s giving notice, with reasonably full particulars of such *force majeure*, in writing to the other Party within forty-eight (48) hours after the occurrence of the cause relied upon, the obligations of the Party giving such notice, so far as the obligations are affected by such *force majeure*, shall be suspended during the continuance of any inability caused by the *force majeure* event, but no longer, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

Notwithstanding the foregoing, any extension of time for *force majeure* shall be conditioned upon the Party seeking an extension of time and delivering written notice of such *force majeure* to the other Party within five (5) calendar days of the event causing the *force majeure*, and the maximum period of time which a Party may delay any act or performance of work due to *force majeure* shall be sixty (60) days.

Section 8.14 Contractual Relationship.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Authority or Company.

Section 8.15 Assignment.

Except as to Company’s Affiliates whose credit worthiness is reasonably approved by the Authority, the Company shall not assign its interest in this Agreement or any of its rights or

obligations hereunder without the written consent of the Port Commission. If the Company assigns its interest in this Agreement as provided in this Section, the Company shall be jointly and severally liable with the assignee for all of the obligations of the Company hereunder.

Section 8.16 Notices.

Any notice, request or other communication under this Agreement 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
P. O. Box 1541
Corpus Christi, Texas 78403
Attention: Executive Director

M&G Resins USA, LLC
Attn: Diane Mitchell
27610 Huntington Road
Apple Grove, West Virginia, 25502

with copy to: Jason L. Davis
Crain Caton & James, A Professional Corporation
1401 McKinney Street, Suite 1700
Houston, Texas 77010-4035
jdavis@craincaton.com

Section 8.17 Entire Agreement.

This Agreement, including any exhibits, constitutes the Parties' final and mutual agreement with respect to the particular subject matter of this Agreement. There are no written or oral representations or understandings with respect to the particular subject matter of this Agreement and the User Agreement, which is attached hereto, that are not fully expressed in this Agreement. No change, waiver or discharge of this Agreement is valid unless it is contained in a writing that is signed by the Party against whom it is sought to be enforced.

Section 8.18 Recitals.

The recitals are incorporated into this Agreement by reference, as if fully set forth herein at length, and shall be considered terms of this Agreement

Section 8.19 Effect of this Agreement.

This Agreement amends and restates in its entirety the Barge Dock Agreement and, upon the effectiveness of this Agreement, the terms and provisions of the Barge Dock Agreement shall be superseded hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, each of which shall be deemed to be an original, as of the dates provided below each signature, to be effective, however, for all purposes as of the Effective Date.

**Port of Corpus Christ Authority of
Nueces County, Texas**

By: _____
John P. LaRue, Executive Director

Date: _____

M&G Resins USA, LLC

By: _____
Mauro Fenoglio, Vice President

Date: _____

EXHIBIT 1
DRAWING OF THE PUBLIC OIL DOCK NO. 14
AND ADJACENT SLIP
(See Attached)

EXHIBIT 2
COMPANY FACILITIES

The equipment necessary to move Liquid Bulk Cargo to or from barges docked at the Ship Dock, or, if the Company so elects, ships and barges docked at the Ship Dock; and a pipeline connection, including, but not limited to: pumps, pipelines, combustors, manifolds, and support facilities for the handling of Liquid Bulk Cargo at the Ship Dock.

EXHIBIT 3
**INSURANCE COVERAGES TO BE
PROVIDED BY THE CONTRACTORS
FOR AUTHORITY AND FOR COMPANY**

The Authority will require its Contractor to provide the following insurance coverage on and in connection with the Ship Dock Project, and the Company will require its Contractor to provide the following insurance coverage on and in connection with the installation of the Company Facilities:

- A. Builders Risk Insurance in the amount of the Contractor's construction contract.
- B. Workers Compensation Insurance (Coverage A) for statutory requirements including protection for liability under the Federal Longshoremen's Harbor Workers' Compensation Act.
- C. Employers Liability Insurance (Coverage B) with limits of not less than \$5,000,000 per occurrence. Coverage B will provide coverage for liability under the Jones Act, Death on the High Seas Act, and General Maritime Law for all employees or all employees except members of the crew of vessels if full crew liabilities are covered by limits under the Protection and Indemnity policies. Such Maritime Coverage will include protection against the liability of employer to provide transportation wages, maintenance and cure to any maritime employees. Coverage B will be amended to provide that a claim "*in rem*" will be treated as a claim against the employer.
- D. Comprehensive General Liability Insurance including Contractual Liability covering obligations assumed herein with limits of not less than \$5,000,000 including an endorsement for sudden and accidental environmental impairment liability. If waterborne craft or vessels are to be used, the watercraft exclusion endorsement must be deleted from the policy. Authority and Company will be named as additional insureds; and by endorsement, underwriters will agree to waive subrogation against Authority and Company.
- E. In lieu of maritime coverage under the Employers Liability Insurance and Maritime Liability Coverage under the Comprehensive General Liability Insurance, Occasional User may provide an alternate Protection and Indemnity Insurance on each vessel owned and/or operated by said Occasional User. Such insurance must include collision liability coverage and environmental impairment (oil pollution) coverage in an amount of not less than \$5,000,000. Authority and M & G will be named as Additional Insureds; and by endorsement, underwriters will agree to waive subrogation against Authority and M & G.

Authority shall be furnished by Company, to the attention of Authority's Property Insurance Manager, and Company shall be furnished by Authority, to the attention of Diane Mitchell, prior to each Contractor commencing any work, as proof of the insurance policies (the "Policies" required of Contractor, a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be reasonably acceptable, in their form and

content, to Authority and Company. Each of the Policies will be endorsed to (a) (except for Workers' Compensation and employer's liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured, and to name Company, its officers, officials, employees and agents as additional insureds, (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, attention: Property Insurance Manager, and to Company, attention: Diane Mitchell, and (c) provide that notwithstanding any language in any policy of insurance held by Authority ("**Authority Insurance**") or any language in any policy of insurance held by Company ("**Company Insurance**") to the effect that the Authority Insurance is primary or the Company Insurance is primary, the policy or policies held by Contractor are primary coverage and the Authority Insurance or Company Insurance is non-contributory.

Contractor shall deliver to Authority and Company certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies and copies of new policies at least thirty (30) days prior to terminating any of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to Authority and Company if either exceeds \$50,000.00; and, in such event, Authority may decline to approve this Contractor's contract without any liability to Contractor. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority or Company may procure such insurance at Contractor's expense, and Authority or Company is entitled to reimbursement from Contractor for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Contractor receives Authority's or Company's notice of payment until reimbursement.

END OF EXHIBIT 3

EXHIBIT 4
USER AGREEMENT
(See Attached)

**AGREEMENT
OF THE
FREQUENT USERS
AND THE
PORT OF CORPUS CHRISTI AUTHORITY
FOR PUBLIC OIL DOCK NO. 14**

This Agreement (the “**Agreement**”) is made effective as of the ____ day of _____, 2015 (the “**Effective Date**”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “**Authority**”) and M&G Resins USA, LLC, a Delaware limited liability company (“**M&G**” or “**Company**”).

I. PURPOSE

A. The purpose and intent of this Agreement is to provide for the use of Authority’s Public Oil Dock No. 14, to be located in the Inner Harbor of the Port of Corpus Christi, and its Dock Houses, Breasting Structures, Mooring Facilities, and Dock Spill Containers (hereinafter collectively, the “**Ship Dock**”), and access to certain equipment on the Ship Dock (hereinafter the “**Facilities**”), by M&G, the initial Frequent User (as hereinafter defined), and the Occasional Users (as hereinafter defined). In addition to M&G, it is contemplated that one or more other parties may become Frequent User(s) under this Agreement pursuant to the procedures in Article VII of this Agreement.

B. The Ship Dock is owned by the Authority, and it is sufficient to accommodate a ship 820’ long x 144’ wide with a draft suitable for safe navigation in the adjacent Corpus Christi Ship Channel at the depths maintained by the Federal government, as more fully depicted in **Exhibit A** attached hereto.

C. The Facilities shall be owned by the Frequent User(s) and administered by the administrator of the Ship Dock (hereinafter the “**Administrator**”).

D. Occasional Users that use the Ship Dock and Facilities for the purpose of loading or unloading operations more than twelve (12) times per year are qualified to apply to become “Frequent Users” for the purposes of this Agreement, pursuant to **Article VII**.

E. The individuals, corporations, partnerships, and other business entities other than Frequent Users that use the Ship Dock and Facilities for the purpose of loading or unloading operations are referred to in this Agreement as “**Occasional Users**.”

F. This Agreement amends and restates in its entirety that certain Agreement of Frequent Users and the Port of Corpus Christi Authority for Public Oil Dock No. 14 made effective June 28, 2013, by and between the Authority and the Company (“**Original Users Agreement**”) and, upon the effectiveness of this Agreement, the terms and provisions of the Original Users Agreement shall be superseded hereby.

II. FREQUENT AND OCCASIONAL USERS

The individuals, corporations, and partnerships, which use the Ship Dock and Facilities, are referred to in this Agreement as “**Users.**” Users that use the Ship Dock and Facilities for the purpose of loading or unloading operations more than twelve (12) times per year are classified as “**Frequent Users**” for the purposes of this Agreement, if they are M&G or have become Frequent User as provided in Article VII. All Users that use the Ship Dock and Facilities for the purpose of loading or unloading operations other than Frequent Users are referred to in this Agreement as “**Occasional Users**”. Frequent Users shall be entitled to the rights and subject to the obligations of Frequent Users under this Agreement. However, Frequent Users shall pay their pro rata share of all maintenance charges and capital expenditures as specified in Articles IX and X of this Agreement. Occasional Users shall pay a fee, as determined by the Frequent Users, to the Administrator to recover costs incurred due to their use of the Ship Dock and Facilities. Occasional User fees shall be credited to the current expense account maintained by the Administrator (see Article VI). Both Frequent and Occasional Users must be familiar with all regulatory, safety, and operating requirements of bulk loading/unloading of petroleum and chemical products. The parties to this Agreement are Users of the Ship Dock subject to this Agreement unless otherwise noted in Appendix I.

III. ADMINISTRATOR

M&G shall serve as Administrator when the Ship Dock becomes operational and shall continue serving as Administrator until the tenth (10th) anniversary of the Effective Date, or until Company relinquishes its service as Administrator. After the tenth (10th) anniversary of the Effective Date, if there are three (3) or more Frequent Users which are parties to this Agreement, the Frequent Users shall agree to and will select by vote of a simple majority, one (1) of the Frequent Users to act as the Administrator for the Users. The elected Administrator shall serve in this capacity for a period of two (2) years, and at the end of such period the Administrator duties and responsibilities may remain with the current Administrator or rotate to one of the other Frequent Users, as decided by another vote of a simple majority of the Frequent Users at that time. In the event there are only two (2) Frequent Users, the Administrator position will rotate between the two (2) Frequent Users unless the current Administrator agrees to continue with the consent of the other Frequent User; and in the event there is only one (1) Frequent User who is a party to this Agreement, such Frequent User shall serve as the Administrator until such time as another Frequent User becomes a party this Agreement, at which time the provisions in this Agreement relating to the rotation of Frequent Users serving as Administrator shall be followed. Should a serving Administrator resign or no longer be a Frequent User of the Ship Dock, a new Administrator shall be elected by the remaining Frequent Users, as described above, and shall serve for a period of two (2) years from the date of its election. The Administrator may be removed at any time by the majority vote of the Frequent Users at a special meeting, which may be called by any Frequent User. Each Frequent User must be given at least three (3) working days written notice of the date, time, place, and purpose of any such special meeting.

M&G retains the right to appoint or designate an entity or agency to conduct the business affairs or acts of the Administrator under the control of M&G as long as M&G is the Administrator.

IV. ADMINISTRATORS DUTIES AND RESPONSIBILITIES

The Administrator shall be responsible to purchase, contract, service, and maintain the common items and services included in this Agreement. The Administrator shall submit to any other Frequent Users a quarterly accounting of all purchases, expenses, and each Frequent User's credit/debit balance. The method of accounting shall be agreed upon by a simple majority vote of the Frequent Users. All materials purchased by the Administrator shall be the common property of the Frequent Users in undivided equal shares. The Administrator shall maintain records, which specify the cost of materials, contracts, and services purchased, contracted, or otherwise provided for in order to carry out the intent of this Agreement.

V. OPERATION OF THE SHIP DOCK

The Authority and Company entered into the Public Oil Dock No. 14 Construction and Priority Use Agreement dated the Effective Date contemporaneously with the execution of this Agreement (the "**Priority Use Agreement**"). Authority agrees that Company has, during the term of the Priority Use Agreement, a priority right (the "**Docking Right**") to use the Ship Dock, as long as the Company is meeting its obligations under the Priority Use Agreement. Under the terms of the Docking Right, a vessel that is bound for the Ship Dock to load or unload liquid bulk cargo for the Company across the Ship Dock, to or from a pipeline or storage tank of the Company, shall be scheduled by the Authority's Harbormaster to the Ship Dock ahead of any other vessel bound for the Ship Dock. The Company's Docking Right, however, does not include the right to require the Harbormaster to order a vessel moored at the Ship Dock and engaged in loading or unloading cargo from such vessel to depart the Ship Dock until after such vessel has completed its loading or unloading at the Ship Dock.

The Authority's Harbormaster has the right to assign barges or larger vessels to the Ship Dock for uses other than loading and unloading of liquid bulk cargo. Barges or vessels so assigned by the Harbormaster will not be considered an Occasional User at the Ship Dock. Such use may not interfere with the scheduling of M&G's barges or ships for the loading or unloading, nor M&G's actual loading or unloading of barges or ships at the Ship Dock.

Prior to Authority's Harbormaster utilizing the Ship Dock as a layberth, that is using the Ship Dock only for mooring ships, barges, or other vessels and not using the dock for loading or unloading activities, Authority agrees to contact Melba Aguilar or other M&G representative designated in the future to ensure scheduled use for layberth activity does not conflict with M&G's scheduled use of the Ship Dock to load or unload liquid bulk cargo.

VI. OBLIGATIONS OF OCCASIONAL USERS

Occasional Users shall pay to the Administrator a fee of \$1,200.00 per barge and \$2,400.00 per a larger vessel for each loading or unloading operation that they conduct at the Ship Dock and Facilities. Each barge or any other larger vessel constitutes a separate vessel for the purpose of this Agreement. Such fee shall be reviewed and adjusted annually with final approval required from the Authority for any fee increases, acting in a commercially reasonable manner. Billing for use by an Occasional User will be done within fourteen (14) calendar days with payment due upon receipt of

the invoice. All fees collected by the Administrator shall be credited to an operating expense account for the operating period in which the fees were collected. The Occasional User agrees by its use of the Ship Dock and the Facilities to be fully responsible and liable for, and **will defend, indemnify and hold harmless the Frequent Users, the Administrator, M&G and Authority, (for the purposes of this Article VI, the “Indemnified Parties”)** from and against any and all expenses and liabilities for, and resulting from, the sole, joint, concurrent, or comparative negligence of the Occasional User, its agents or employees (collectively, “*Occasional User Parties*”), in connection with the exercise by the Occasional User Parties of the rights and privileges granted herein (each an “*Indemnified Claim*”) **EVEN IF THE INDEMNIFIED CLAIM IS CAUSED BY THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES;** provided, however, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence of the Occasional User Parties and the Indemnified Parties, then Occasional User Parties obligation to the Indemnified Parties shall only extend to the percentage of the total responsibility of the Occasional User Parties in contributing to such Indemnified Claim. In Indemnified Claims against any Indemnified Party by or for an employee of an Occasional User Party, the Occasional User Party's indemnification obligation under this Section V shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Occasional User Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Occasional User also agrees by its use of the Ship Dock and Facilities to adhere to all applicable operating, safety, and security procedures and federal, state, and local laws and regulations (see Appendix I).

VII. NEW FREQUENT USERS

A. After the date of this Agreement, any Occasional User that wants to become a Frequent User shall be required to make a lump sum payment to the Administrator, as a condition to such User becoming a Frequent User, which payment shall be a prorated share of the original cost of the common Facilities (as well as any subsequent improvements and/or replacements) equal to the higher of:

- (1) the original cost of the equipment, (as well as any subsequent improvements and/or replacements), and materials then in use on the Ship Dock; or
- (2) the replacement cost of the equipment, (as well as any subsequent improvements and/or replacements), and materials then in use on the Ship Dock, less depreciation.

The prorated share shall equal the original cost or replacement cost, as applicable, of the then common Facilities divided by the number of Frequent Users that will thereafter use the Facilities.

B. An Occasional User that wishes to become a Frequent User (“**Candidate**”) shall give the Administrator written notice that it wishes to become a Frequent User and such Notice must be delivered to the Administrator via certified mail.

C. The Administrator, any existing Frequent Users and the Candidate(s) will have forty-five (45) days to agree upon all material terms relating to the Candidate becoming a Frequent User, including the replacement cost that will be used for determining the prorated share of common Facilities cost that the Candidate must pay prior to becoming a Frequent User.

D. If following expiration of forty five (45) days after the Candidate's written notice has been received by the Administrator and good faith efforts fail to result in a written agreement about the replacement cost amount and any other material terms related to the Candidate becoming a Frequent User, then Administrator shall commence proceedings to resolve the impasse by determination of third party neutrals selected by the Parties as follows:

(1) Administrator shall appoint one neutral, and Candidate shall appoint one neutral.

(2) The two neutrals shall select a third neutral who shall have no less than ten (10) years' experience in construction of similar marine and dock facilities.

(3) If either the Administrator or the Frequent User fails to appoint a neutral within thirty (30) days after the replacement cost determination proceeding commences, or if the neutrals so appointed fail within fifteen (15) days after the appointment of the second of them, to agree on a third neutral, the process of determining the replacement costs shall be referred to mediation by the three neutrals as a panel.

(4) The panel so constituted shall fix a reasonable time and place for a meeting to resolve the Parties' replacement cost determination impasse. Each of the Parties shall submit to the panel of neutrals at the meeting its proposed resolution of the impasse, together with such supporting evidence as each such Party may desire to present to the panel of neutrals. The panel of neutrals shall consider only the proposed resolutions and evidence as presented by the Parties.

(5) Within thirty (30) days after the conclusion of such meeting(s), the panel of neutrals shall select the proposed resolution presented by a Party that most closely represents the consensus of the panel of neutrals.

(6) The action of a majority of the members of the panel of neutrals shall govern and their decision in writing shall be final and binding on the Parties.

(7) Unless otherwise agreed in writing, a neutral appointed under this procedure shall be disinterested individuals who are not and never have been officers, directors, employees, consultants, or attorneys of Administrator, Frequent User(s) or Candidate.

E. The amount determined in accordance with the foregoing, upon payment, shall be credited to the existing Frequent Users' accounts in equal shares.

F. From the date the Occasional User becomes a Frequent User, expenses shall be shared by all Frequent Users according to the procedures specified in the provisions of this

Agreement. Frequent Users shall also be responsible for their share of maintenance costs and legal compliance costs on a prorated basis.

G. To memorialize the original cost and dates of construction of the common Facilities, the cost, depreciation schedule, and dates of original improvements and any subsequent improvements and/or replacements will be provided to Administrator, with copy to and in a format acceptable to Authority, which generally breaks down improvement(s) and cost(s) by constructible element or feature with supporting documentation. This improvement information is to be provided to Authority for approval within 60 days after the improvements become operational, and Administrator will maintain the approved information for future use in determining condition for New Frequent Users.

VIII. FACILITIES, SERVICES, AND UTILITIES

The Facilities are identified in Appendix IV attached hereto and are for the use of all Users. The Facilities are owned by various of the Frequent Users individually or by the Authority, but will be operated and maintained by the Administrator on behalf of all Frequent Users.

The Facilities and services to be provided by the Administrator on behalf of all Frequent Users shall consist of safety equipment, fire extinguishers, life rings, ladders, gangways, telephone, air, dock drain lines, dock sumps, sump pumps, motors, and controls. The Administrator shall also maintain the dock potable water lines to the eye and safety showers from Authority's potable water supply line.

The Authority shall furnish electrical power from the service entrance to the distribution panel in the dock house and to all existing branch circuits. The Administrator, on behalf of all the Frequent Users, shall be responsible for all additional circuits and/or service requirements.

The Authority shall be responsible for the maintenance of the Ship Dock, breasting structures, mooring facilities, dock house, erosion control relating to the Ship Dock, all structural components and integrity of the Ship Dock and appurtenances (including without limitation, footings, piers, pilings, erosion control, and dredging of slip to accommodate vessels accessing Ship Dock). The Authority shall have no responsibility for the maintenance of the Facilities owned by the Frequent Users, or operated by the Administrator on behalf of the Frequent Users.

All Frequent Users shall bear their appropriate pro rata costs and expenses for Homeland Security, United States Coast Guard and any other similar, regulatory matters imposed by any governmental authority.

IX. MAINTENANCE RESPONSIBILITY

The Administrator shall provide a level of maintenance consistent with industry standards for the equipment used on the Ship Dock. The maintenance shall include, but not be limited to:

A. Repair, replacement, and maintenance of all Facilities and equipment operated by the Administrator excluding the Ship Dock, which shall be maintained by the Authority. All other items

owned by the individual Frequent Users will be both provided and maintained by the respective individual owner.

B. Repair, replacement, and maintenance of all safety equipment, fire extinguishers, life rings, ladders, gangways, telephone, air, dock drain lines, dock sumps, sump pumps, motors, and controls operated by the Administrator.

C. Weed control under and adjacent to the pipelines of the Frequent Users.

X. MAINTENANCE CHARGES AND CAPITAL EXPENDITURES

A. In the event the cost of a single maintenance item or capital project is estimated to exceed Five Thousand Dollars (\$5,000.00), the Administrator will summarize the scope and cost in writing to each Frequent User. All such items or projects shall require the approval of all the Frequent Users, which approval shall be commercially reasonable.

B. In emergency situations, the Administrator may undertake corrective maintenance action with the telephone approval of the Frequent Users, such approval to be subsequently confirmed in writing.

C. Existing Facilities shall be maintained and replaced unless it is determined by a unanimous vote of the Frequent Users that they are no longer needed.

D. Maintenance charges and capital expenditures described above shall be the actual cost to the Administrator. Should the Administrator provide any maintenance from its own in-house workforce or provide any equipment from its own warehouse stock, the price considered paid by the Administrator shall be equal to the Administrator's company costs only.

E. The cost to each Frequent User will be based on the percentage of total volume moved across the Ship Dock during the previous six (6) month period. The Authority will furnish the individual volume information for the previous six (6) month period for each Frequent User upon request of the Administrator. Payment shall be due fourteen (14) days from the date of the receipt of an invoice from the Administrator. At the end of each calendar year, the Frequent Users' apportioned share of the yearly costs will be reviewed and may be modified by unanimous consent of the Frequent Users.

F. Any equipment needed by one (1) or more of the Frequent Users may be installed and maintained subject to this Agreement with the prior written approval of the Authority, which approval shall not be unreasonably denied, delayed or conditioned. Title to any such equipment individually installed will be solely in the entity that installed the equipment. Such equipment shall not infringe upon the existing use of the Ship Dock and Facilities by the other Frequent Users.

G. All maintenance costs, whether under \$5,000 or over \$5,000, shall be borne by each Frequent Users, unless properly objected to and the objection is determined to be valid.

XI. RESPONSIBILITIES OF ALL PARTIES

A. This Agreement does not and shall not relieve any of the Frequent or Occasional Users that have loading/unloading equipment on the Ship Dock from the responsibility of properly operating and maintaining its own pipe manifolds, communications equipment, and their other equipment on the Ship Dock.

B Each Frequent and Occasional User must have a current U. S. Coast Guard Letter of Adequacy and shall ensure that its employees, agents, servants, and contractors are in compliance with all other applicable U. S. Coast Guard requirements. Upon request, Frequent Users and Occasional Users (each a “**User**”) shall provide the Administrator with insurance certificates in compliance with Article XIII and Appendix III attached hereto which shall name Administrator and Authority as additional named insureds under User’s policy.

C. Each Frequent and Occasional User must have a current Texas General Land Office Discharge Prevention and Response Certificate and ensure that it is in compliance with all applicable regulations of the Texas Oil Spill Prevention and Response Act of 1991, the Oil Pollution Act of 1991, and any regulations published thereunder.

D. Each Frequent and Occasional User is responsible for dock cleanup after each use of the Ship Dock, for promptly removing any temporary facilities or equipment from the Ship Dock after each use of the Ship Dock, and for restoring the Ship Dock to the same condition it was in prior to the installation of said temporary facilities or equipment, normal wear and tear excepted. If cleanup and restoration of a dock is not performed to the satisfaction of the next User, said next User must first notify the Administrator and prior User, if known, prior to initiating any cleanup or removal of temporary facilities and equipment. The Administrator shall charge the prior User for all actual costs incurred by the next User in making the Ship Dock ready for its use.

XII. OIL/CHEMICAL SPILLS

In the event any oil/chemical spill or other pollution results from operations at the Ship Dock, the first Frequent or Occasional User to observe the spill should initiate those appropriate actions to control and stop the spread of the spill. If the source of the spill is determined to be from one of the Frequent User’s equipment, the Frequent User should be immediately notified of the spill so that it can initiate a response. If a spill occurs or is caused during Ship Dock usage by a Frequent User, the Frequent User will initiate and provide a response. If a spill occurs while no User is at the Ship Dock, and is not caused by a specific User’s equipment, then the Administrator will respond to the spill upon notification of the spill. Whoever responds to the spill will also immediately notify the U. S. Coast Guard, Authority, and other governmental authorities (i.e. Texas General Land Office, Texas Commission on Environmental Quality, etc.) to the extent required by federal, state, and local laws and ordinances.

The Frequent or Occasional User responsible for the spill shall be responsible for the cleanup and attendant costs, including any penalty or fine imposed by any federal, state, or local entity. If the party responsible for the spill is not readily apparent, the Administrator, on behalf of all the Frequent Users, shall assume control of the cleanup response until such time that the

responsible party is identified. If the responsible party cannot be identified, the cost of the response on behalf of the Users will be distributed and prorated per the normal formula based on Ship Dock usage.

Upon completion of the cleanup, the responsible party shall document and report the spill to the Administrator on the form attached to this Agreement as Appendix II. **The responsible party shall defend, indemnify, and hold harmless the Authority, all other Frequent and Occasional Users, and the Administrator for all damages resulting from the spill.**

XIII. DOCK EMISSIONS

It is the intent of the Frequent Users to manage their individual marine loading operations at the Ship Dock in compliance with throughput and emission limitations and to voluntarily limit emissions at the Ship Dock. To the extent of its authority, the Authority will require compliance with these limitations on all current and future Users.

XIV. INSURANCE REQUIREMENTS

The Authority and the Frequent Users agree that no party is required to carry any insurance for any other party, except for the additional insureds as provided in Appendix III attached hereto. Each party may acquire and maintain such insurance as it deems proper to protect itself against third party claims or damage to its property. Such insurance shall inure solely to the benefit of the party procuring same; provided, however, that such insurance shall provide for waiving all rights by subrogation or otherwise against all other parties hereto.

Upon request, Frequent Users and Occasional Users shall provide proof of insurance to the Administrator and the Authority as set out under Appendix III hereto.

XV. INDEMNITY PROVISIONS

The Administrator shall defend, indemnify, and save Frequent Users, Occasional Users, and Authority, harmless from any losses, costs, expenses (including reasonable attorneys' fees and other litigation costs), damages, judgments, or other liabilities arising from or out of the gross negligence of the Administrator in the performance of its obligations hereunder, which results in the death or injury to any person or damage to the property of any person, firm, or corporation, including the employees of the Frequent Users, Occasional Users, Authority, and their contractors. It is agreed, however, that the Administrator's liability to the Frequent Users, Occasional Users, Authority, and their officers, agents, representatives, and employees shall not include liability for contingent, consequential, special, or indirect damages.

Each Frequent User, Occasional User, and (to the extent permitted by law) Authority, will defend, indemnify and hold harmless the Administrator (the "Indemnified Party," in its individual capacity only and not as a Frequent User,) from and against any and all expenses and liabilities for, and resulting from, the sole, joint, concurrent, or comparative negligence of the Frequent User, Occasional User, and (to the extent permitted by law) Authority, and their

agents or employees (collectively, “User Parties”), in connection with the exercise by the User Parties of the rights and privileges granted herein (each an “Indemnified Claim”) **EVEN IF THE INDEMNIFIED CLAIM IS CAUSED BY THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTY**; provided, however, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence of the User Parties and the Indemnified Party, then User Parties’ obligation to the Indemnified Party shall only extend to the percentage of the responsibility of each of the User Parties in contributing to such Indemnified Claim. In Indemnified Claims against the Indemnified Party by or for an employee of a User Party, the User Party’s indemnification obligation under this Section XV shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the User Party under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. It is agreed, however, that any liability pursuant to the indemnity set forth in this paragraph shall not include liability for contingent, consequential, special, or indirect damages.

Except as qualified by the previous paragraphs in this Article, each Frequent User, Occasional User, and (to the extent permitted by law) the Authority (each an “Indemnifying Party”), will defend, indemnify and hold harmless the other Frequent Users, Occasional Users and the Authority (collectively, the “Indemnified Parties”) from and against any and all expenses and liabilities for, and resulting from, the sole, joint, concurrent, or comparative negligence of the Indemnifying Party, in connection with the exercise by the Indemnifying Party 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 Indemnifying Party and the Indemnified Parties, then the Indemnifying Party’s obligation to the Indemnified Parties shall only extend to the percentage of the responsibility of the Indemnifying Party in contributing to such Indemnified Claim. In Indemnified Claims against any Indemnified Party by or for an employee of the Indemnifying Party, the Indemnifying Party’s indemnification obligation under this Section XV shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

XVI. DEMURRAGE

The parties to this Agreement recognize that the Ship Dock is a public facility with vessel scheduling and berthing controlled by the Authority’s Harbormaster. Therefore, any demurrage, which results from the Authority’s Harbormaster’s scheduling a vessel or vessels into the Ship Dock, will not be for the account of the Frequent Users or the Administrator.

XVII. FORCE MAJEURE

No failure or admission by the Administrator, the Authority, or any Frequent User or Occasional User which is a party hereto, with the exception of the failure to make payment due the Administrator in the performance of any obligation under this Agreement, shall be considered a breach of this Agreement or create any liability for damages if and to the extent such failure or omission shall arise from any cause or causes beyond the control of such parties, 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, transportation embargoes, and compliance with rules, regulations, or orders of any governmental authority (“*force majeure*”).

In the event the Administrator, the Authority, or any Frequent or Occasional User is rendered unable, in whole or in part, by *force majeure* to carry out its obligations under this Agreement, other than its obligation to make payments when due hereunder, it is agreed that upon such Administrator’s, Authority’s, Frequent User’s or Occasional User’s giving notice with reasonably full particulars of such *force majeure*, in writing to the other parties within twenty-four (24) hours after the occurrence of the cause relied upon, the obligations of the Administrator, Authority, Frequent or Occasional User giving such notice, so far as the obligations are affected by such *force majeure*, shall be suspended during the continuance of any inability caused by the *force majeure* event, but no longer, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

XVIII. AUDIT

The Administrator shall keep and maintain a complete and accurate set of books and records which relate to the use of the Ship Dock and shall reconcile and provide Authority and other parties to this Agreement with an accurate accounting of any and all expenses incurred for the operations and maintenance of the Facilities under this Agreement, and the parties shall have the right to audit such records at any reasonable time or times within two (2) years after the termination of this Agreement or their use of the Ship Dock under this Agreement, whichever occurs first; provided, however, the Administrator shall not be required to maintain records after any trailing twenty-four (24) month period.

XIX. TERM AND CANCELLATION

The term of this Agreement (“**Term**”) shall continue in effect for thirty (30) years (the “**Initial Term**”) commencing as of the Effective Date of this Agreement and (subject to earlier termination as herein provided) ending at midnight on the day before the thirtieth (30th) anniversary of the Effective Date, unless extended or terminated earlier in accordance with this Article XIX.

In addition, Authority hereby grants to Company the option to extend the Term of this Agreement for two (2) additional periods of ten (10) years each (the “**First Extension Period**” and the “**Second Extension Period**,” respectively), beginning on the first day after the expiration of the Initial Term or the first day after the expiration of the First Extension Period, as the case may be.

The First Extension Period and the Second Extension Period shall automatically occur unless Company gives written notice to Authority at least one hundred fifty (150) days prior to the end of the then effective Term, stating that Company does not elect extend the Term for an additional ten-year period (the “**Termination of Extension Notice**”). Company’s Termination of Extension Notice must, to be effective, be sent by certified mail to Authority at the address provided in Article XX and must be postmarked no later than the latest date provided in this section for giving such notice. Notwithstanding anything to the contrary contained in this Agreement, this

Agreement shall not be automatically extended and Company shall be deemed to have given a Termination of Extension Notice, if on the date which is one hundred fifty (150) days prior to the end of the then effective Term (i) Company is in default of any material obligation in this Agreement; or (ii) Company is aware of such default and any notice of such default has been provided, and any applicable grace period provided in this Agreement in performing any of the terms of this Agreement, has expired, and in such event this Agreement shall terminate at the end of the then effective Term. Except as provided in the preceding sentence, if the Company does not send the Termination of Extension Notice, then this Agreement shall continue in full force and effect under all the terms and conditions set forth herein.

The Authority or any Frequent User may terminate its participation in this Agreement at the end of the Initial Term or the First Extension Period by giving ninety (90) days' prior written notice of termination to the Administrator and the other parties to this Agreement at that time. In addition, any party may terminate its participation in this Agreement if the Frequent Users cannot agree on a new Administrator to replace an Administrator that has resigned or is removed or whose term has expired.

Any expenses incurred by the Administrator prior to the date a Frequent User terminates its participation in this Agreement shall be chargeable against said Frequent User in accordance with Articles IV, IX, X and XI herein. In addition, said Frequent User may be informed of any maintenance, the need for which arose in whole or in part prior to the termination date and which is then being performed or will be performed within six (6) months, and the cost of said maintenance shall be chargeable in whole or in part against said Frequent User in accordance with Article IX herein. Said maintenance will be performed and a bill rendered to said Frequent User within six (6) months after the Frequent User's termination date.

In the event any Frequent User terminates its participation in this Agreement, it shall not remove any equipment affixed to the Ship Dock nor shall it be entitled to any return of any monies deposited in any accounts maintained by the Administrator. However, for so long as M&G is the only Frequent User at the Ship Dock, M&G may remove improvements from the Ship Dock at M&G's expense.

XX. NOTICES

All notices, invoices, statements, bills, and papers provided for in this Agreement shall be in writing and shall be given by mail directed to the post office address of the parties hereto as indicated in Appendix V or to such other address as a party hereto may specify in a written notice given by registered or certified letter addressed to the Authority and other Frequent Users.

XXI. SUCCESSORS AND ASSIGNS

This Agreement shall inure to and be binding upon the parties hereto and their respective personal representatives, successors, and assigns.

XXII. EFFECT OF AGREEMENT

This Agreement amends and restates in its entirety the Prior Users Agreement and, upon the effectiveness of this Agreement, the terms and provisions of the Prior Users Agreement shall be superseded hereby.

XXIII. GENERAL PROVISIONS

This Agreement, including all attachments hereto, constitutes the entire Agreement among the parties with respect to the particular subject matter of this Agreement. This Agreement shall not be modified, altered, amended, or rescinded except through a written document, which is signed by the appropriate representatives of each of the parties hereto or their respective successors in interest. This Agreement supersedes any and all proposals, negotiations, and representations of the parties, made or had prior to the execution hereof, relative to the subject matter of this Agreement. This Agreement is being entered into by each of the Frequent Users at the request of the Authority and is intended to facilitate the use and coordinate the maintenance of the Ship Dock and Facilities, as well as the remediation of any oil spill resulting, or threatening to result from Users' Activities. By entering into this Agreement, the undersigned do not intend to create a partnership, joint venture, or affiliation for profit between or among them. This Agreement is for the sole benefit of Authority, Frequent Users, Occasional Users and the Administrators and no other person, entity or third party unless the benefit to a person, entity or third party is expressly stated in this Agreement.

[Signature Page is Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, each of which shall be deemed to be an original, as of the dates provided below each signature, to be effective, however, for all purposes as of the Effective Date.

**Port of Corpus Christ Authority of Nueces
County, Texas**

By: _____
John P. LaRue, Executive Director

Date: _____

M&G Resins USA, LLC

By: _____
Mauro Fenoglio, Vice President

Date: _____

**APPENDIX I
SHIP DOCK
OCCASIONAL USERS FORM**

DOCK OPERATOR	
Name	
Street Address	
P. O. Box	
City/State/Zip	
Telephone Number	

Occasional User must attach a copy of Letter of Adequacy as required in Part 154.110 of the U.S. Coast Guard Pollution Prevention Regulations.

LIST OF PRODUCTS TO BE LOADED/UNLOADED	

TIMEFRAME FOR PRODUCT MOVEMENT	
Starting Date	
Completion Date	

PIPELINE ON DOCK NO. _____ TO BE USED

PIPELINE OWNER

HAZARD MATERIALS OFFICER FOR NUECES COUNTY AREA	
Name:	
Title:	
Address:	
Business Phone:	24-Hr Phone:

ALTERNATE HAZARD MATERIALS OFFICER FOR NUECES COUNTY AREA	
Name:	
Title:	
Address:	
Business Phone:	24-Hr Phone:

DUTIES OF OCCASIONAL USERS
<ol style="list-style-type: none"> 1. The Port of Corpus Christi Authority (Authority) and several companies (the Frequent Users) have entered into an agreement addressing the operation of Public Oil Dock No. 14 (the "Users Agreement"). The Users Agreement anticipates that other parties will use Public Oil Dock No. 14 (the "Ship Dock" or "Dock") on an infrequent basis and provides that such parties will have certain obligations to the Authority, to the Frequent Users, and to the Administrator of the Ship Dock. These obligations are set forth below. A copy of the Users Agreement is available for your inspection during normal business hours at the offices of the Authority and at the offices of the Administrator for the Ship Dock. 2. Occasional Users must be familiar with all regulatory, safety, and operating requirements of bulk loading/unloading of petroleum and chemical products. 3. Upon request, the Ship Dock Frequent Users and Occasional Users ("Users") shall provide the Administrator and the Authority with insurance certificates in compliance with Appendix III hereto which shall name Administrator and Authority as additional named insureds under User's policy. 4. Occasional Users agree by their use of the Facilities, and may be required to agree in writing, to be fully responsible and liable and defend and indemnify the Frequent Users, the Administrator, and the Authority for any pollution and environmental damage, cleanup, injury or death to any person, and for any damage to the Frequent User's equipment and facilities, and/or any other third party's equipment and facilities, and/or the Authority's Ship Dock or lands, both submergent and fast, which may be caused or contributed to by the Occasional User, and to adhere to all applicable operating, safety, and security procedures and federal, state, and local laws and regulations. 5. Each Occasional User will be responsible for cleanup of the Dock, for promptly removing any temporary facilities or equipment from the Dock after use, and for restoring the Dock to the same condition it was in prior to the installation of said temporary facility or equipment, normal wear and tear excepted. 6. Each Occasional User will ensure that the Dock is left in a clean condition, and Occasional User cleanup action will include those items listed in its operation manual.

7. Any offending Occasional User will be responsible for the cleanup and attendant costs either with its own personnel and equipment, its contractors, or through the Corpus Christi Area Oil Spill Association.
8. Each Occasional User agrees that the entity determined to be responsible for any oil/chemical spill or other pollution will pay any penalty or fine imposed by any local, state, or federal authority or agency.
9. Each Occasional User is responsible for properly operating and maintaining its own pipe manifolds, communication equipment, tool houses, or other equipment on the Ship Dock.
10. Each Occasional User must have a current U.S. Coast Guard Letter of Adequacy for its operations manual and will ensure that its employees, agents, servants, and contractors are in compliance with all other applicable U.S. Coast Guard requirements.
11. Each Occasional User must have a current Texas State General Land Office Discharge Prevention and Response Certificate and insure that it is in compliance with all applicable regulations of the Texas Oil Spill Prevention and Response Act of 1991, the Oil Pollution Act of 1990, and any regulations promulgated thereunder.
- 12. Any offending Occasional User will defend, indemnify, and hold harmless the Authority, the Frequent Users, and the Administrator for all damages resulting from any oil or chemical spill or other pollution.**
- 13. Each Occasional User, its agents and servants, will defend, indemnify, and save the Administrator (in his or its individual capacity only and not as a Frequent User) harmless from any losses, costs, expenses, damages, judgments, or other liabilities arising from or out of its acts or omissions or those of their respective contractors, agents, servants, or employees, in the performance of its obligations hereunder, which result in the death or injury to any person or damage to the property of any person or business entity, including the employees and property of the Frequent Users, Occasional Users, Authority, their agents or servants, and their contractors.**
14. Each Occasional User will maintain insurance policies, which comply with the provisions of Appendix III to the Users Agreement. A true and correct photocopy of Appendix III is attached hereto.

Respectfully submitted,

Occasional User: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Mail form to: Administrator for Ship Dock

**APPENDIX II
SHIP DOCK
OIL SPILL NOTIFICATION FORM**

DOCK OPERATOR	
Name	
Street Address	
P. O. Box	
City/State/Zip	
Telephone Number	

OIL SPILL NOTIFICATION	
Date:	Time:
U.S. Coast Guard	883-3162
Port of Corpus Christi Harbormaster	882-1773 or 885-6151
Administrator for Ship Dock	
Oil Spill Association	884-1651

OIL SPILL CONTAINED	
Date:	Time:

CLEANUP OPERATIONS STARTED	
Date:	Time:
Contractors Used	

CLEANUP OPERATIONS COMPLETED	
Date:	Time:

NOTIFICATION OF COMPLETED OPERATIONS	
U.S. Coast Guard	883-3162
Port of Corpus Christi Harbormaster	882-1773 or 885-6151
Administrator for Ship Dock	

Respectfully submitted,

Usesr: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Mail form to: Administrator for Ship Dock

**APPENDIX III
INSURANCE SCHEDULE**

- A. Workers Compensation Insurance (Coverage A) for statutory requirements including protection for liability under the Federal Longshoremen's Harbor Workers' Compensation Act.
- B. Employers Liability Insurance (Coverage B) with limits of not less than \$5,000,000 per occurrence. Coverage B will provide coverage for liability under the Jones Act, Death on the High Seas Act, and General Maritime Law for all employees or all employees except members of the crew of vessels if full crew liabilities are covered by limits under the Protection and Indemnity policies. Such Maritime Coverage will include protection against the liability of employer to provide transportation wages, maintenance and cure to any maritime employees. Coverage B will be amended to provide that a claim "*in rem*" will be treated as a claim against the employer.
- C. Comprehensive General Liability Insurance including Contractual Liability covering obligations assumed herein with limits of not less than \$5,000,000 including an endorsement for sudden and accidental environmental impairment liability. If waterborne craft or vessels are to be used, the watercraft exclusion endorsement must be deleted from the policy. Authority and M&G will be named as Additional Insureds; and by endorsement, underwriters will agree to waive subrogation against Authority and M&G.
- D. In lieu of maritime coverage under the Employers Liability Insurance and Maritime Liability Coverage under the Comprehensive General Liability Insurance, Occasional User may provide an alternate Protection and Indemnity Insurance on each vessel owned and/or operated by said Occasional User. Such insurance must include collision liability coverage and environmental impairment (oil pollution) coverage in an amount of not less than \$5,000,000. Authority and M&G will be named as Additional Insureds; and by endorsement, underwriters will agree to waive subrogation against Authority and M&G.

**APPENDIX IV
FACILITIES LISTING BY DOCK**

A. Facilities operated and maintained by the Administrator:

All Loading Arms
Transfer Hoses
Cranes and/or Hoists
Piping and Racks
Drain Piping, Sumps, and Sump Pumps (Complete with all electrical wiring to motors, starters, controls, and alarms.)
Spill Containment
Safety Skids
Utility Piping And Wiring
Fire Extinguisher
Gangway
Life Ring
Telephone In Dock House
Furnishings In Dock House
Service Air and Gas Systems
All Oil Spill Pollution Control Equipment

B. Facilities Installed by the Authority to be Operated and Maintained by the Administrator:

NONE

APPENDIX V
FREQUENT USER/AUTHORITY
MAILING/PHONE LIST

Administrative Contact

Operations Contact

(FREQUENT USER OF SHIP DOCK)

M&G Resins USA, LLC

ATTN: Melba Aguilar
450 Gears Road, Suite 240
Houston, Texas 77067

281-874-8075 (Office)
(FAX)
281-874-8075 (Mobile)
Melba.M.Aguilar@gruppomgus.com

ATTN: _____

_____, Texas _____
(Office)
(FAX)
(Mobile)

(FREQUENT USER OF SHIP DOCK)

ATTN: _____

_____, Texas _____
(Office)
(FAX)
(Mobile)

ATTN: _____

_____, Texas _____
(Office)
(FAX)
(Mobile)

(OWNER OF SHIP DOCK)

Port of Corpus Christi Authority
ATTN: David Krams
Director of Engineering Services
P. O. Box 1541
Corpus Christi, Texas 78403
885-6134 (Office)
881-5161 (FAX)
816-8826 (Mobile)

Port of Corpus Christi Authority
ATTN: Tony Alejandro
Director of Operations
P. O. Box 1541
Corpus Christi, Texas 78403
885-6188 (Office)
881-5162 (FAX)
816-3620 (Mobil)

ATTACHMENT TWO

**AGREEMENT
OF THE
FREQUENT USERS
AND THE
PORT OF CORPUS CHRISTI AUTHORITY
FOR PUBLIC OIL DOCK NO. 14**

This Agreement (the “**Agreement**”) is made effective as of the ____ day of _____, 2015 (the “**Effective Date**”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “**Authority**”) and M&G Resins USA, LLC, a Delaware limited liability company (“**M&G**” or “**Company**”).

I. PURPOSE

A. The purpose and intent of this Agreement is to provide for the use of Authority’s Public Oil Dock No. 14, to be located in the Inner Harbor of the Port of Corpus Christi, and its Dock Houses, Breasting Structures, Mooring Facilities, and Dock Spill Containers (hereinafter collectively, the “**Ship Dock**”), and access to certain equipment on the Ship Dock (hereinafter the “**Facilities**”), by M&G, the initial Frequent User (as hereinafter defined), and the Occasional Users (as hereinafter defined). In addition to M&G, it is contemplated that one or more other parties may become Frequent User(s) under this Agreement pursuant to the procedures in Article VII of this Agreement.

B. The Ship Dock is owned by the Authority, and it is sufficient to accommodate a ship 820’ long x 144’ wide with a draft suitable for safe navigation in the adjacent Corpus Christi Ship Channel at the depths maintained by the Federal government, as more fully depicted in **Exhibit A** attached hereto.

C. The Facilities shall be owned by the Frequent User(s) and administered by the administrator of the Ship Dock (hereinafter the “**Administrator**”).

D. Occasional Users that use the Ship Dock and Facilities for the purpose of loading or unloading operations more than twelve (12) times per year are qualified to apply to become “Frequent Users” for the purposes of this Agreement, pursuant to **Article VII**.

E. The individuals, corporations, partnerships, and other business entities other than Frequent Users that use the Ship Dock and Facilities for the purpose of loading or unloading operations are referred to in this Agreement as “**Occasional Users**.”

F. This Agreement amends and restates in its entirety that certain Agreement of Frequent Users and the Port of Corpus Christi Authority for Public Oil Dock No. 14 made effective June 28, 2013, by and between the Authority and the Company (“**Original Users Agreement**”) and, upon the effectiveness of this Agreement, the terms and provisions of the Original Users Agreement shall be superseded hereby.

II. FREQUENT AND OCCASIONAL USERS

The individuals, corporations, and partnerships, which use the Ship Dock and Facilities, are referred to in this Agreement as “**Users.**” Users that use the Ship Dock and Facilities for the purpose of loading or unloading operations more than twelve (12) times per year are classified as “**Frequent Users**” for the purposes of this Agreement, if they are M&G or have become Frequent User as provided in Article VII. All Users that use the Ship Dock and Facilities for the purpose of loading or unloading operations other than Frequent Users are referred to in this Agreement as “**Occasional Users**”. Frequent Users shall be entitled to the rights and subject to the obligations of Frequent Users under this Agreement. However, Frequent Users shall pay their pro rata share of all maintenance charges and capital expenditures as specified in Articles IX and X of this Agreement. Occasional Users shall pay a fee, as determined by the Frequent Users, to the Administrator to recover costs incurred due to their use of the Ship Dock and Facilities. Occasional User fees shall be credited to the current expense account maintained by the Administrator (see Article VI). Both Frequent and Occasional Users must be familiar with all regulatory, safety, and operating requirements of bulk loading/unloading of petroleum and chemical products. The parties to this Agreement are Users of the Ship Dock subject to this Agreement unless otherwise noted in Appendix I.

III. ADMINISTRATOR

M&G shall serve as Administrator when the Ship Dock becomes operational and shall continue serving as Administrator until the tenth (10th) anniversary of the Effective Date, or until Company relinquishes its service as Administrator. After the tenth (10th) anniversary of the Effective Date, if there are three (3) or more Frequent Users which are parties to this Agreement, the Frequent Users shall agree to and will select by vote of a simple majority, one (1) of the Frequent Users to act as the Administrator for the Users. The elected Administrator shall serve in this capacity for a period of two (2) years, and at the end of such period the Administrator duties and responsibilities may remain with the current Administrator or rotate to one of the other Frequent Users, as decided by another vote of a simple majority of the Frequent Users at that time. In the event there are only two (2) Frequent Users, the Administrator position will rotate between the two (2) Frequent Users unless the current Administrator agrees to continue with the consent of the other Frequent User; and in the event there is only one (1) Frequent User who is a party to this Agreement, such Frequent User shall serve as the Administrator until such time as another Frequent User becomes a party this Agreement, at which time the provisions in this Agreement relating to the rotation of Frequent Users serving as Administrator shall be followed. Should a serving Administrator resign or no longer be a Frequent User of the Ship Dock, a new Administrator shall be elected by the remaining Frequent Users, as described above, and shall serve for a period of two (2) years from the date of its election. The Administrator may be removed at any time by the majority vote of the Frequent Users at a special meeting, which may be called by any Frequent User. Each Frequent User must be given at least three (3) working days written notice of the date, time, place, and purpose of any such special meeting.

M&G retains the right to appoint or designate an entity or agency to conduct the business affairs or acts of the Administrator under the control of M&G as long as M&G is the Administrator.

IV. ADMINISTRATORS DUTIES AND RESPONSIBILITIES

The Administrator shall be responsible to purchase, contract, service, and maintain the common items and services included in this Agreement. The Administrator shall submit to any other Frequent Users a quarterly accounting of all purchases, expenses, and each Frequent User's credit/debit balance. The method of accounting shall be agreed upon by a simple majority vote of the Frequent Users. All materials purchased by the Administrator shall be the common property of the Frequent Users in undivided equal shares. The Administrator shall maintain records, which specify the cost of materials, contracts, and services purchased, contracted, or otherwise provided for in order to carry out the intent of this Agreement.

V. OPERATION OF THE SHIP DOCK

The Authority and Company entered into the Public Oil Dock No. 14 Construction and Priority Use Agreement dated the Effective Date contemporaneously with the execution of this Agreement (the "**Priority Use Agreement**"). Authority agrees that Company has, during the term of the Priority Use Agreement, a priority right (the "**Docking Right**") to use the Ship Dock, as long as the Company is meeting its obligations under the Priority Use Agreement. Under the terms of the Docking Right, a vessel that is bound for the Ship Dock to load or unload liquid bulk cargo for the Company across the Ship Dock, to or from a pipeline or storage tank of the Company, shall be scheduled by the Authority's Harbormaster to the Ship Dock ahead of any other vessel bound for the Ship Dock. The Company's Docking Right, however, does not include the right to require the Harbormaster to order a vessel moored at the Ship Dock and engaged in loading or unloading cargo from such vessel to depart the Ship Dock until after such vessel has completed its loading or unloading at the Ship Dock.

The Authority's Harbormaster has the right to assign barges or larger vessels to the Ship Dock for uses other than loading and unloading of liquid bulk cargo. Barges or vessels so assigned by the Harbormaster will not be considered an Occasional User at the Ship Dock. Such use may not interfere with the scheduling of M&G's barges or ships for the loading or unloading, nor M&G's actual loading or unloading of barges or ships at the Ship Dock.

Prior to Authority's Harbormaster utilizing the Ship Dock as a layberth, that is using the Ship Dock only for mooring ships, barges, or other vessels and not using the dock for loading or unloading activities, Authority agrees to contact Melba Aguilar or other M&G representative designated in the future to ensure scheduled use for layberth activity does not conflict with M&G's scheduled use of the Ship Dock to load or unload liquid bulk cargo.

VI. OBLIGATIONS OF OCCASIONAL USERS

Occasional Users shall pay to the Administrator a fee of \$1,200.00 per barge and \$2,400.00 per a larger vessel for each loading or unloading operation that they conduct at the Ship Dock and Facilities. Each barge or any other larger vessel constitutes a separate vessel for the purpose of this Agreement. Such fee shall be reviewed and adjusted annually with final approval required from the Authority for any fee increases, acting in a commercially reasonable manner. Billing for use by an Occasional User will be done within fourteen (14) calendar days with payment due upon receipt of

the invoice. All fees collected by the Administrator shall be credited to an operating expense account for the operating period in which the fees were collected. The Occasional User agrees by its use of the Ship Dock and the Facilities to be fully responsible and liable for, and **will defend, indemnify and hold harmless the Frequent Users, the Administrator, M&G and Authority, (for the purposes of this Article VI, the “Indemnified Parties”)** from and against any and all expenses and liabilities for, and resulting from, the sole, joint, concurrent, or comparative negligence of the Occasional User, its agents or employees (collectively, “*Occasional User Parties*”), in connection with the exercise by the Occasional User Parties of the rights and privileges granted herein (each an “*Indemnified Claim*”) **EVEN IF THE INDEMNIFIED CLAIM IS CAUSED BY THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES;** provided, however, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence of the Occasional User Parties and the Indemnified Parties, then Occasional User Parties obligation to the Indemnified Parties shall only extend to the percentage of the total responsibility of the Occasional User Parties in contributing to such Indemnified Claim. In Indemnified Claims against any Indemnified Party by or for an employee of an Occasional User Party, the Occasional User Party's indemnification obligation under this Section V shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Occasional User Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Occasional User also agrees by its use of the Ship Dock and Facilities to adhere to all applicable operating, safety, and security procedures and federal, state, and local laws and regulations (see Appendix I).

VII. NEW FREQUENT USERS

A. After the date of this Agreement, any Occasional User that wants to become a Frequent User shall be required to make a lump sum payment to the Administrator, as a condition to such User becoming a Frequent User, which payment shall be a prorated share of the original cost of the common Facilities (as well as any subsequent improvements and/or replacements) equal to the higher of:

- (1) the original cost of the equipment, (as well as any subsequent improvements and/or replacements), and materials then in use on the Ship Dock; or
- (2) the replacement cost of the equipment, (as well as any subsequent improvements and/or replacements), and materials then in use on the Ship Dock, less depreciation.

The prorated share shall equal the original cost or replacement cost, as applicable, of the then common Facilities divided by the number of Frequent Users that will thereafter use the Facilities.

B. An Occasional User that wishes to become a Frequent User (“**Candidate**”) shall give the Administrator written notice that it wishes to become a Frequent User and such Notice must be delivered to the Administrator via certified mail.

C. The Administrator, any existing Frequent Users and the Candidate(s) will have forty-five (45) days to agree upon all material terms relating to the Candidate becoming a Frequent User, including the replacement cost that will be used for determining the prorated share of common Facilities cost that the Candidate must pay prior to becoming a Frequent User.

D. If following expiration of forty five (45) days after the Candidate's written notice has been received by the Administrator and good faith efforts fail to result in a written agreement about the replacement cost amount and any other material terms related to the Candidate becoming a Frequent User, then Administrator shall commence proceedings to resolve the impasse by determination of third party neutrals selected by the Parties as follows:

(1) Administrator shall appoint one neutral, and Candidate shall appoint one neutral.

(2) The two neutrals shall select a third neutral who shall have no less than ten (10) years' experience in construction of similar marine and dock facilities.

(3) If either the Administrator or the Frequent User fails to appoint a neutral within thirty (30) days after the replacement cost determination proceeding commences, or if the neutrals so appointed fail within fifteen (15) days after the appointment of the second of them, to agree on a third neutral, the process of determining the replacement costs shall be referred to mediation by the three neutrals as a panel.

(4) The panel so constituted shall fix a reasonable time and place for a meeting to resolve the Parties' replacement cost determination impasse. Each of the Parties shall submit to the panel of neutrals at the meeting its proposed resolution of the impasse, together with such supporting evidence as each such Party may desire to present to the panel of neutrals. The panel of neutrals shall consider only the proposed resolutions and evidence as presented by the Parties.

(5) Within thirty (30) days after the conclusion of such meeting(s), the panel of neutrals shall select the proposed resolution presented by a Party that most closely represents the consensus of the panel of neutrals.

(6) The action of a majority of the members of the panel of neutrals shall govern and their decision in writing shall be final and binding on the Parties.

(7) Unless otherwise agreed in writing, a neutral appointed under this procedure shall be disinterested individuals who are not and never have been officers, directors, employees, consultants, or attorneys of Administrator, Frequent User(s) or Candidate.

E. The amount determined in accordance with the foregoing, upon payment, shall be credited to the existing Frequent Users' accounts in equal shares.

F. From the date the Occasional User becomes a Frequent User, expenses shall be shared by all Frequent Users according to the procedures specified in the provisions of this

Agreement. Frequent Users shall also be responsible for their share of maintenance costs and legal compliance costs on a prorated basis.

G. To memorialize the original cost and dates of construction of the common Facilities, the cost, depreciation schedule, and dates of original improvements and any subsequent improvements and/or replacements will be provided to Administrator, with copy to and in a format acceptable to Authority, which generally breaks down improvement(s) and cost(s) by constructible element or feature with supporting documentation. This improvement information is to be provided to Authority for approval within 60 days after the improvements become operational, and Administrator will maintain the approved information for future use in determining condition for New Frequent Users.

VIII. FACILITIES, SERVICES, AND UTILITIES

The Facilities are identified in Appendix IV attached hereto and are for the use of all Users. The Facilities are owned by various of the Frequent Users individually or by the Authority, but will be operated and maintained by the Administrator on behalf of all Frequent Users.

The Facilities and services to be provided by the Administrator on behalf of all Frequent Users shall consist of safety equipment, fire extinguishers, life rings, ladders, gangways, telephone, air, dock drain lines, dock sumps, sump pumps, motors, and controls. The Administrator shall also maintain the dock potable water lines to the eye and safety showers from Authority's potable water supply line.

The Authority shall furnish electrical power from the service entrance to the distribution panel in the dock house and to all existing branch circuits. The Administrator, on behalf of all the Frequent Users, shall be responsible for all additional circuits and/or service requirements.

The Authority shall be responsible for the maintenance of the Ship Dock, breasting structures, mooring facilities, dock house, erosion control relating to the Ship Dock, all structural components and integrity of the Ship Dock and appurtenances (including without limitation, footings, piers, pilings, erosion control, and dredging of slip to accommodate vessels accessing Ship Dock). The Authority shall have no responsibility for the maintenance of the Facilities owned by the Frequent Users, or operated by the Administrator on behalf of the Frequent Users.

All Frequent Users shall bear their appropriate pro rata costs and expenses for Homeland Security, United States Coast Guard and any other similar, regulatory matters imposed by any governmental authority.

IX. MAINTENANCE RESPONSIBILITY

The Administrator shall provide a level of maintenance consistent with industry standards for the equipment used on the Ship Dock. The maintenance shall include, but not be limited to:

A. Repair, replacement, and maintenance of all Facilities and equipment operated by the Administrator excluding the Ship Dock, which shall be maintained by the Authority. All other items

owned by the individual Frequent Users will be both provided and maintained by the respective individual owner.

B. Repair, replacement, and maintenance of all safety equipment, fire extinguishers, life rings, ladders, gangways, telephone, air, dock drain lines, dock sumps, sump pumps, motors, and controls operated by the Administrator.

C. Weed control under and adjacent to the pipelines of the Frequent Users.

X. MAINTENANCE CHARGES AND CAPITAL EXPENDITURES

A. In the event the cost of a single maintenance item or capital project is estimated to exceed Five Thousand Dollars (\$5,000.00), the Administrator will summarize the scope and cost in writing to each Frequent User. All such items or projects shall require the approval of all the Frequent Users, which approval shall be commercially reasonable.

B. In emergency situations, the Administrator may undertake corrective maintenance action with the telephone approval of the Frequent Users, such approval to be subsequently confirmed in writing.

C. Existing Facilities shall be maintained and replaced unless it is determined by a unanimous vote of the Frequent Users that they are no longer needed.

D. Maintenance charges and capital expenditures described above shall be the actual cost to the Administrator. Should the Administrator provide any maintenance from its own in-house workforce or provide any equipment from its own warehouse stock, the price considered paid by the Administrator shall be equal to the Administrator's company costs only.

E. The cost to each Frequent User will be based on the percentage of total volume moved across the Ship Dock during the previous six (6) month period. The Authority will furnish the individual volume information for the previous six (6) month period for each Frequent User upon request of the Administrator. Payment shall be due fourteen (14) days from the date of the receipt of an invoice from the Administrator. At the end of each calendar year, the Frequent Users' apportioned share of the yearly costs will be reviewed and may be modified by unanimous consent of the Frequent Users.

F. Any equipment needed by one (1) or more of the Frequent Users may be installed and maintained subject to this Agreement with the prior written approval of the Authority, which approval shall not be unreasonably denied, delayed or conditioned. Title to any such equipment individually installed will be solely in the entity that installed the equipment. Such equipment shall not infringe upon the existing use of the Ship Dock and Facilities by the other Frequent Users.

G. All maintenance costs, whether under \$5,000 or over \$5,000, shall be borne by each Frequent Users, unless properly objected to and the objection is determined to be valid.

XI. RESPONSIBILITIES OF ALL PARTIES

A. This Agreement does not and shall not relieve any of the Frequent or Occasional Users that have loading/unloading equipment on the Ship Dock from the responsibility of properly operating and maintaining its own pipe manifolds, communications equipment, and their other equipment on the Ship Dock.

B Each Frequent and Occasional User must have a current U. S. Coast Guard Letter of Adequacy and shall ensure that its employees, agents, servants, and contractors are in compliance with all other applicable U. S. Coast Guard requirements. Upon request, Frequent Users and Occasional Users (each a “**User**”) shall provide the Administrator with insurance certificates in compliance with Article XIII and Appendix III attached hereto which shall name Administrator and Authority as additional named insureds under User’s policy.

C. Each Frequent and Occasional User must have a current Texas General Land Office Discharge Prevention and Response Certificate and ensure that it is in compliance with all applicable regulations of the Texas Oil Spill Prevention and Response Act of 1991, the Oil Pollution Act of 1991, and any regulations published thereunder.

D. Each Frequent and Occasional User is responsible for dock cleanup after each use of the Ship Dock, for promptly removing any temporary facilities or equipment from the Ship Dock after each use of the Ship Dock, and for restoring the Ship Dock to the same condition it was in prior to the installation of said temporary facilities or equipment, normal wear and tear excepted. If cleanup and restoration of a dock is not performed to the satisfaction of the next User, said next User must first notify the Administrator and prior User, if known, prior to initiating any cleanup or removal of temporary facilities and equipment. The Administrator shall charge the prior User for all actual costs incurred by the next User in making the Ship Dock ready for its use.

XII. OIL/CHEMICAL SPILLS

In the event any oil/chemical spill or other pollution results from operations at the Ship Dock, the first Frequent or Occasional User to observe the spill should initiate those appropriate actions to control and stop the spread of the spill. If the source of the spill is determined to be from one of the Frequent User’s equipment, the Frequent User should be immediately notified of the spill so that it can initiate a response. If a spill occurs or is caused during Ship Dock usage by a Frequent User, the Frequent User will initiate and provide a response. If a spill occurs while no User is at the Ship Dock, and is not caused by a specific User’s equipment, then the Administrator will respond to the spill upon notification of the spill. Whoever responds to the spill will also immediately notify the U. S. Coast Guard, Authority, and other governmental authorities (i.e. Texas General Land Office, Texas Commission on Environmental Quality, etc.) to the extent required by federal, state, and local laws and ordinances.

The Frequent or Occasional User responsible for the spill shall be responsible for the cleanup and attendant costs, including any penalty or fine imposed by any federal, state, or local entity. If the party responsible for the spill is not readily apparent, the Administrator, on behalf of all the Frequent Users, shall assume control of the cleanup response until such time that the

responsible party is identified. If the responsible party cannot be identified, the cost of the response on behalf of the Users will be distributed and prorated per the normal formula based on Ship Dock usage.

Upon completion of the cleanup, the responsible party shall document and report the spill to the Administrator on the form attached to this Agreement as Appendix II. **The responsible party shall defend, indemnify, and hold harmless the Authority, all other Frequent and Occasional Users, and the Administrator for all damages resulting from the spill.**

XIII. DOCK EMISSIONS

It is the intent of the Frequent Users to manage their individual marine loading operations at the Ship Dock in compliance with throughput and emission limitations and to voluntarily limit emissions at the Ship Dock. To the extent of its authority, the Authority will require compliance with these limitations on all current and future Users.

XIV. INSURANCE REQUIREMENTS

The Authority and the Frequent Users agree that no party is required to carry any insurance for any other party, except for the additional insureds as provided in Appendix III attached hereto. Each party may acquire and maintain such insurance as it deems proper to protect itself against third party claims or damage to its property. Such insurance shall inure solely to the benefit of the party procuring same; provided, however, that such insurance shall provide for waiving all rights by subrogation or otherwise against all other parties hereto.

Upon request, Frequent Users and Occasional Users shall provide proof of insurance to the Administrator and the Authority as set out under Appendix III hereto.

XV. INDEMNITY PROVISIONS

The Administrator shall defend, indemnify, and save Frequent Users, Occasional Users, and Authority, harmless from any losses, costs, expenses (including reasonable attorneys' fees and other litigation costs), damages, judgments, or other liabilities arising from or out of the gross negligence of the Administrator in the performance of its obligations hereunder, which results in the death or injury to any person or damage to the property of any person, firm, or corporation, including the employees of the Frequent Users, Occasional Users, Authority, and their contractors. It is agreed, however, that the Administrator's liability to the Frequent Users, Occasional Users, Authority, and their officers, agents, representatives, and employees shall not include liability for contingent, consequential, special, or indirect damages.

Each Frequent User, Occasional User, and (to the extent permitted by law) Authority, will defend, indemnify and hold harmless the Administrator (the "Indemnified Party," in its individual capacity only and not as a Frequent User,) from and against any and all expenses and liabilities for, and resulting from, the sole, joint, concurrent, or comparative negligence of the Frequent User, Occasional User, and (to the extent permitted by law) Authority, and their

agents or employees (collectively, “User Parties”), in connection with the exercise by the User Parties of the rights and privileges granted herein (each an “Indemnified Claim”) **EVEN IF THE INDEMNIFIED CLAIM IS CAUSED BY THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTY**; provided, however, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence of the User Parties and the Indemnified Party, then User Parties’ obligation to the Indemnified Party shall only extend to the percentage of the responsibility of each of the User Parties in contributing to such Indemnified Claim. In Indemnified Claims against the Indemnified Party by or for an employee of a User Party, the User Party’s indemnification obligation under this Section XV shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the User Party under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. It is agreed, however, that any liability pursuant to the indemnity set forth in this paragraph shall not include liability for contingent, consequential, special, or indirect damages.

Except as qualified by the previous paragraphs in this Article, each Frequent User, Occasional User, and (to the extent permitted by law) the Authority (each an “Indemnifying Party”), will defend, indemnify and hold harmless the other Frequent Users, Occasional Users and the Authority (collectively, the “Indemnified Parties”) from and against any and all expenses and liabilities for, and resulting from, the sole, joint, concurrent, or comparative negligence of the Indemnifying Party, in connection with the exercise by the Indemnifying Party 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 Indemnifying Party and the Indemnified Parties, then the Indemnifying Party’s obligation to the Indemnified Parties shall only extend to the percentage of the responsibility of the Indemnifying Party in contributing to such Indemnified Claim. In Indemnified Claims against any Indemnified Party by or for an employee of the Indemnifying Party, the Indemnifying Party’s indemnification obligation under this Section XV shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

XVI. DEMURRAGE

The parties to this Agreement recognize that the Ship Dock is a public facility with vessel scheduling and berthing controlled by the Authority’s Harbormaster. Therefore, any demurrage, which results from the Authority’s Harbormaster’s scheduling a vessel or vessels into the Ship Dock, will not be for the account of the Frequent Users or the Administrator.

XVII. FORCE MAJEURE

No failure or admission by the Administrator, the Authority, or any Frequent User or Occasional User which is a party hereto, with the exception of the failure to make payment due the Administrator in the performance of any obligation under this Agreement, shall be considered a breach of this Agreement or create any liability for damages if and to the extent such failure or omission shall arise from any cause or causes beyond the control of such parties, 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, transportation embargoes, and compliance with rules, regulations, or orders of any governmental authority (“*force majeure*”).

In the event the Administrator, the Authority, or any Frequent or Occasional User is rendered unable, in whole or in part, by *force majeure* to carry out its obligations under this Agreement, other than its obligation to make payments when due hereunder, it is agreed that upon such Administrator’s, Authority’s, Frequent User’s or Occasional User’s giving notice with reasonably full particulars of such *force majeure*, in writing to the other parties within twenty-four (24) hours after the occurrence of the cause relied upon, the obligations of the Administrator, Authority, Frequent or Occasional User giving such notice, so far as the obligations are affected by such *force majeure*, shall be suspended during the continuance of any inability caused by the *force majeure* event, but no longer, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

XVIII. AUDIT

The Administrator shall keep and maintain a complete and accurate set of books and records which relate to the use of the Ship Dock and shall reconcile and provide Authority and other parties to this Agreement with an accurate accounting of any and all expenses incurred for the operations and maintenance of the Facilities under this Agreement, and the parties shall have the right to audit such records at any reasonable time or times within two (2) years after the termination of this Agreement or their use of the Ship Dock under this Agreement, whichever occurs first; provided, however, the Administrator shall not be required to maintain records after any trailing twenty-four (24) month period.

XIX. TERM AND CANCELLATION

The term of this Agreement (“**Term**”) shall continue in effect for thirty (30) years (the “**Initial Term**”) commencing as of the Effective Date of this Agreement and (subject to earlier termination as herein provided) ending at midnight on the day before the thirtieth (30th) anniversary of the Effective Date, unless extended or terminated earlier in accordance with this Article XIX.

In addition, Authority hereby grants to Company the option to extend the Term of this Agreement for two (2) additional periods of ten (10) years each (the “**First Extension Period**” and the “**Second Extension Period**,” respectively), beginning on the first day after the expiration of the Initial Term or the first day after the expiration of the First Extension Period, as the case may be.

The First Extension Period and the Second Extension Period shall automatically occur unless Company gives written notice to Authority at least one hundred fifty (150) days prior to the end of the then effective Term, stating that Company does not elect extend the Term for an additional ten-year period (the “**Termination of Extension Notice**”). Company’s Termination of Extension Notice must, to be effective, be sent by certified mail to Authority at the address provided in Article XX and must be postmarked no later than the latest date provided in this section for giving such notice. Notwithstanding anything to the contrary contained in this Agreement, this

Agreement shall not be automatically extended and Company shall be deemed to have given a Termination of Extension Notice, if on the date which is one hundred fifty (150) days prior to the end of the then effective Term (i) Company is in default of any material obligation in this Agreement; or (ii) Company is aware of such default and any notice of such default has been provided, and any applicable grace period provided in this Agreement in performing any of the terms of this Agreement, has expired, and in such event this Agreement shall terminate at the end of the then effective Term. Except as provided in the preceding sentence, if the Company does not send the Termination of Extension Notice, then this Agreement shall continue in full force and effect under all the terms and conditions set forth herein.

The Authority or any Frequent User may terminate its participation in this Agreement at the end of the Initial Term or the First Extension Period by giving ninety (90) days' prior written notice of termination to the Administrator and the other parties to this Agreement at that time. In addition, any party may terminate its participation in this Agreement if the Frequent Users cannot agree on a new Administrator to replace an Administrator that has resigned or is removed or whose term has expired.

Any expenses incurred by the Administrator prior to the date a Frequent User terminates its participation in this Agreement shall be chargeable against said Frequent User in accordance with Articles IV, IX, X and XI herein. In addition, said Frequent User may be informed of any maintenance, the need for which arose in whole or in part prior to the termination date and which is then being performed or will be performed within six (6) months, and the cost of said maintenance shall be chargeable in whole or in part against said Frequent User in accordance with Article IX herein. Said maintenance will be performed and a bill rendered to said Frequent User within six (6) months after the Frequent User's termination date.

In the event any Frequent User terminates its participation in this Agreement, it shall not remove any equipment affixed to the Ship Dock nor shall it be entitled to any return of any monies deposited in any accounts maintained by the Administrator. However, for so long as M&G is the only Frequent User at the Ship Dock, M&G may remove improvements from the Ship Dock at M&G's expense.

XX. NOTICES

All notices, invoices, statements, bills, and papers provided for in this Agreement shall be in writing and shall be given by mail directed to the post office address of the parties hereto as indicated in Appendix V or to such other address as a party hereto may specify in a written notice given by registered or certified letter addressed to the Authority and other Frequent Users.

XXI. SUCCESSORS AND ASSIGNS

This Agreement shall inure to and be binding upon the parties hereto and their respective personal representatives, successors, and assigns.

XXII. EFFECT OF AGREEMENT

This Agreement amends and restates in its entirety the Prior Users Agreement and, upon the effectiveness of this Agreement, the terms and provisions of the Prior Users Agreement shall be superseded hereby.

XXIII. GENERAL PROVISIONS

This Agreement, including all attachments hereto, constitutes the entire Agreement among the parties with respect to the particular subject matter of this Agreement. This Agreement shall not be modified, altered, amended, or rescinded except through a written document, which is signed by the appropriate representatives of each of the parties hereto or their respective successors in interest. This Agreement supersedes any and all proposals, negotiations, and representations of the parties, made or had prior to the execution hereof, relative to the subject matter of this Agreement. This Agreement is being entered into by each of the Frequent Users at the request of the Authority and is intended to facilitate the use and coordinate the maintenance of the Ship Dock and Facilities, as well as the remediation of any oil spill resulting, or threatening to result from Users' Activities. By entering into this Agreement, the undersigned do not intend to create a partnership, joint venture, or affiliation for profit between or among them. This Agreement is for the sole benefit of Authority, Frequent Users, Occasional Users and the Administrators and no other person, entity or third party unless the benefit to a person, entity or third party is expressly stated in this Agreement.

[Signature Page is Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, each of which shall be deemed to be an original, as of the dates provided below each signature, to be effective, however, for all purposes as of the Effective Date.

**Port of Corpus Christ Authority of Nueces
County, Texas**

By: _____
John P. LaRue, Executive Director

Date: _____

M&G Resins USA, LLC

By: _____
Mauro Fenoglio, Vice President

Date: _____

**APPENDIX I
SHIP DOCK
OCCASIONAL USERS FORM**

DOCK OPERATOR	
Name	
Street Address	
P. O. Box	
City/State/Zip	
Telephone Number	

Occasional User must attach a copy of Letter of Adequacy as required in Part 154.110 of the U.S. Coast Guard Pollution Prevention Regulations.

LIST OF PRODUCTS TO BE LOADED/UNLOADED	

TIMEFRAME FOR PRODUCT MOVEMENT	
Starting Date	
Completion Date	

PIPELINE ON DOCK NO. _____ TO BE USED

PIPELINE OWNER

HAZARD MATERIALS OFFICER FOR NUECES COUNTY AREA	
Name:	
Title:	
Address:	
Business Phone:	24-Hr Phone:

ALTERNATE HAZARD MATERIALS OFFICER FOR NUECES COUNTY AREA	
Name:	
Title:	
Address:	
Business Phone:	24-Hr Phone:

DUTIES OF OCCASIONAL USERS
<ol style="list-style-type: none"> 1. The Port of Corpus Christi Authority (Authority) and several companies (the Frequent Users) have entered into an agreement addressing the operation of Public Oil Dock No. 14 (the "Users Agreement"). The Users Agreement anticipates that other parties will use Public Oil Dock No. 14 (the "Ship Dock" or "Dock") on an infrequent basis and provides that such parties will have certain obligations to the Authority, to the Frequent Users, and to the Administrator of the Ship Dock. These obligations are set forth below. A copy of the Users Agreement is available for your inspection during normal business hours at the offices of the Authority and at the offices of the Administrator for the Ship Dock. 2. Occasional Users must be familiar with all regulatory, safety, and operating requirements of bulk loading/unloading of petroleum and chemical products. 3. Upon request, the Ship Dock Frequent Users and Occasional Users ("Users") shall provide the Administrator and the Authority with insurance certificates in compliance with Appendix III hereto which shall name Administrator and Authority as additional named insureds under User's policy. 4. Occasional Users agree by their use of the Facilities, and may be required to agree in writing, to be fully responsible and liable and defend and indemnify the Frequent Users, the Administrator, and the Authority for any pollution and environmental damage, cleanup, injury or death to any person, and for any damage to the Frequent User's equipment and facilities, and/or any other third party's equipment and facilities, and/or the Authority's Ship Dock or lands, both submergent and fast, which may be caused or contributed to by the Occasional User, and to adhere to all applicable operating, safety, and security procedures and federal, state, and local laws and regulations. 5. Each Occasional User will be responsible for cleanup of the Dock, for promptly removing any temporary facilities or equipment from the Dock after use, and for restoring the Dock to the same condition it was in prior to the installation of said temporary facility or equipment, normal wear and tear excepted. 6. Each Occasional User will ensure that the Dock is left in a clean condition, and Occasional User cleanup action will include those items listed in its operation manual.

7. Any offending Occasional User will be responsible for the cleanup and attendant costs either with its own personnel and equipment, its contractors, or through the Corpus Christi Area Oil Spill Association.
8. Each Occasional User agrees that the entity determined to be responsible for any oil/chemical spill or other pollution will pay any penalty or fine imposed by any local, state, or federal authority or agency.
9. Each Occasional User is responsible for properly operating and maintaining its own pipe manifolds, communication equipment, tool houses, or other equipment on the Ship Dock.
10. Each Occasional User must have a current U.S. Coast Guard Letter of Adequacy for its operations manual and will ensure that its employees, agents, servants, and contractors are in compliance with all other applicable U.S. Coast Guard requirements.
11. Each Occasional User must have a current Texas State General Land Office Discharge Prevention and Response Certificate and insure that it is in compliance with all applicable regulations of the Texas Oil Spill Prevention and Response Act of 1991, the Oil Pollution Act of 1990, and any regulations promulgated thereunder.
- 12. Any offending Occasional User will defend, indemnify, and hold harmless the Authority, the Frequent Users, and the Administrator for all damages resulting from any oil or chemical spill or other pollution.**
- 13. Each Occasional User, its agents and servants, will defend, indemnify, and save the Administrator (in his or its individual capacity only and not as a Frequent User) harmless from any losses, costs, expenses, damages, judgments, or other liabilities arising from or out of its acts or omissions or those of their respective contractors, agents, servants, or employees, in the performance of its obligations hereunder, which result in the death or injury to any person or damage to the property of any person or business entity, including the employees and property of the Frequent Users, Occasional Users, Authority, their agents or servants, and their contractors.**
14. Each Occasional User will maintain insurance policies, which comply with the provisions of Appendix III to the Users Agreement. A true and correct photocopy of Appendix III is attached hereto.

Respectfully submitted,

Occasional User: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Mail form to: Administrator for Ship Dock

**APPENDIX II
SHIP DOCK
OIL SPILL NOTIFICATION FORM**

DOCK OPERATOR	
Name	
Street Address	
P. O. Box	
City/State/Zip	
Telephone Number	

OIL SPILL NOTIFICATION	
Date:	Time:
U.S. Coast Guard	883-3162
Port of Corpus Christi Harbormaster	882-1773 or 885-6151
Administrator for Ship Dock	
Oil Spill Association	884-1651

OIL SPILL CONTAINED	
Date:	Time:

CLEANUP OPERATIONS STARTED	
Date:	Time:
Contractors Used	

CLEANUP OPERATIONS COMPLETED	
Date:	Time:

NOTIFICATION OF COMPLETED OPERATIONS	
U.S. Coast Guard	883-3162
Port of Corpus Christi Harbormaster	882-1773 or 885-6151
Administrator for Ship Dock	

Respectfully submitted,

Usesr: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Mail form to: Administrator for Ship Dock

**APPENDIX III
INSURANCE SCHEDULE**

- A. Workers Compensation Insurance (Coverage A) for statutory requirements including protection for liability under the Federal Longshoremen's Harbor Workers' Compensation Act.
- B. Employers Liability Insurance (Coverage B) with limits of not less than \$5,000,000 per occurrence. Coverage B will provide coverage for liability under the Jones Act, Death on the High Seas Act, and General Maritime Law for all employees or all employees except members of the crew of vessels if full crew liabilities are covered by limits under the Protection and Indemnity policies. Such Maritime Coverage will include protection against the liability of employer to provide transportation wages, maintenance and cure to any maritime employees. Coverage B will be amended to provide that a claim "*in rem*" will be treated as a claim against the employer.
- C. Comprehensive General Liability Insurance including Contractual Liability covering obligations assumed herein with limits of not less than \$5,000,000 including an endorsement for sudden and accidental environmental impairment liability. If waterborne craft or vessels are to be used, the watercraft exclusion endorsement must be deleted from the policy. Authority and M&G will be named as Additional Insureds; and by endorsement, underwriters will agree to waive subrogation against Authority and M&G.
- D. In lieu of maritime coverage under the Employers Liability Insurance and Maritime Liability Coverage under the Comprehensive General Liability Insurance, Occasional User may provide an alternate Protection and Indemnity Insurance on each vessel owned and/or operated by said Occasional User. Such insurance must include collision liability coverage and environmental impairment (oil pollution) coverage in an amount of not less than \$5,000,000. Authority and M&G will be named as Additional Insureds; and by endorsement, underwriters will agree to waive subrogation against Authority and M&G.

**APPENDIX IV
FACILITIES LISTING BY DOCK**

A. Facilities operated and maintained by the Administrator:

All Loading Arms
Transfer Hoses
Cranes and/or Hoists
Piping and Racks
Drain Piping, Sumps, and Sump Pumps (Complete with all electrical wiring to motors, starters, controls, and alarms.)
Spill Containment
Safety Skids
Utility Piping And Wiring
Fire Extinguisher
Gangway
Life Ring
Telephone In Dock House
Furnishings In Dock House
Service Air and Gas Systems
All Oil Spill Pollution Control Equipment

B. Facilities Installed by the Authority to be Operated and Maintained by the Administrator:

NONE

APPENDIX V
FREQUENT USER/AUTHORITY
MAILING/PHONE LIST

Administrative Contact

Operations Contact

(FREQUENT USER OF SHIP DOCK)

M&G Resins USA, LLC

ATTN: Melba Aguilar
450 Gears Road, Suite 240
Houston, Texas 77067

281-874-8075 (Office)
 (FAX)
281-874-8075 (Mobile)
Melba.M.Aguilar@gruppomgus.com

ATTN: _____

_____, Texas _____
 (Office)
 (FAX)
 (Mobile)

(FREQUENT USER OF SHIP DOCK)

ATTN: _____

_____, Texas _____
 (Office)
 (FAX)
 (Mobile)

ATTN: _____

_____, Texas _____
 (Office)
 (FAX)
 (Mobile)

(OWNER OF SHIP DOCK)

Port of Corpus Christi Authority
ATTN: David Krams
Director of Engineering Services
P. O. Box 1541
Corpus Christi, Texas 78403
885-6134 (Office)
881-5161 (FAX)
816-8826 (Mobile)

Port of Corpus Christi Authority
ATTN: Tony Alejandro
Director of Operations
P. O. Box 1541
Corpus Christi, Texas 78403
885-6188 (Office)
881-5162 (FAX)
816-3620 (Mobil)

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 17

**Approve Cost-Sharing Agreement with M&G Resins USA, LLC, for
Wetland Mitigation Associated with a Portion of PCCA's Property
Associated with Nueces River Rail Yard – Phase II**

During the project planning and permit coordination for the PCCA's Nueces River Rail Yard (NRRY) project and M&G Resins USA, LLC's (M&G) plastic plant project, the PCCA and M&G staff agreed that M&G would take the lead on obtaining a U.S. Army Corps of Engineer (USACE) permit for the wetlands within M&G's property and a tract of PCCA property, known as Tract A, recently purchased from M&G that will be used for the NRRY Phase II project. See attached Exhibit 1. Both parties generally agreed that they would share the proportionate costs for any required mitigation associated with the permit in these areas.

On September 17, 2014, the USACE issued M&G a construction permit for their manufacturing plants. The permit authorizes the fill of a total 42.8 acres of jurisdictional wetlands, of which 9.5 acres are within the PCCA's Tract A and the remaining 34.3 acres within the M&G project site. The 9.5-acres represent approximately 22% of the total 42.8 acres filled. As compensatory mitigation for the 42.8 acres of fill, M&G will provide mitigation for 392.2 acres by providing the re-establishment of 109.8 acres and the establishment of 40.1 acres of saline coastal prairie within a 317.7-acre tract located in the Nueces Delta, and by providing 73.8 acres of intertidal marsh preservation within a 74.5-acre tract adjacent to the M&G project site. See Exhibit 2.

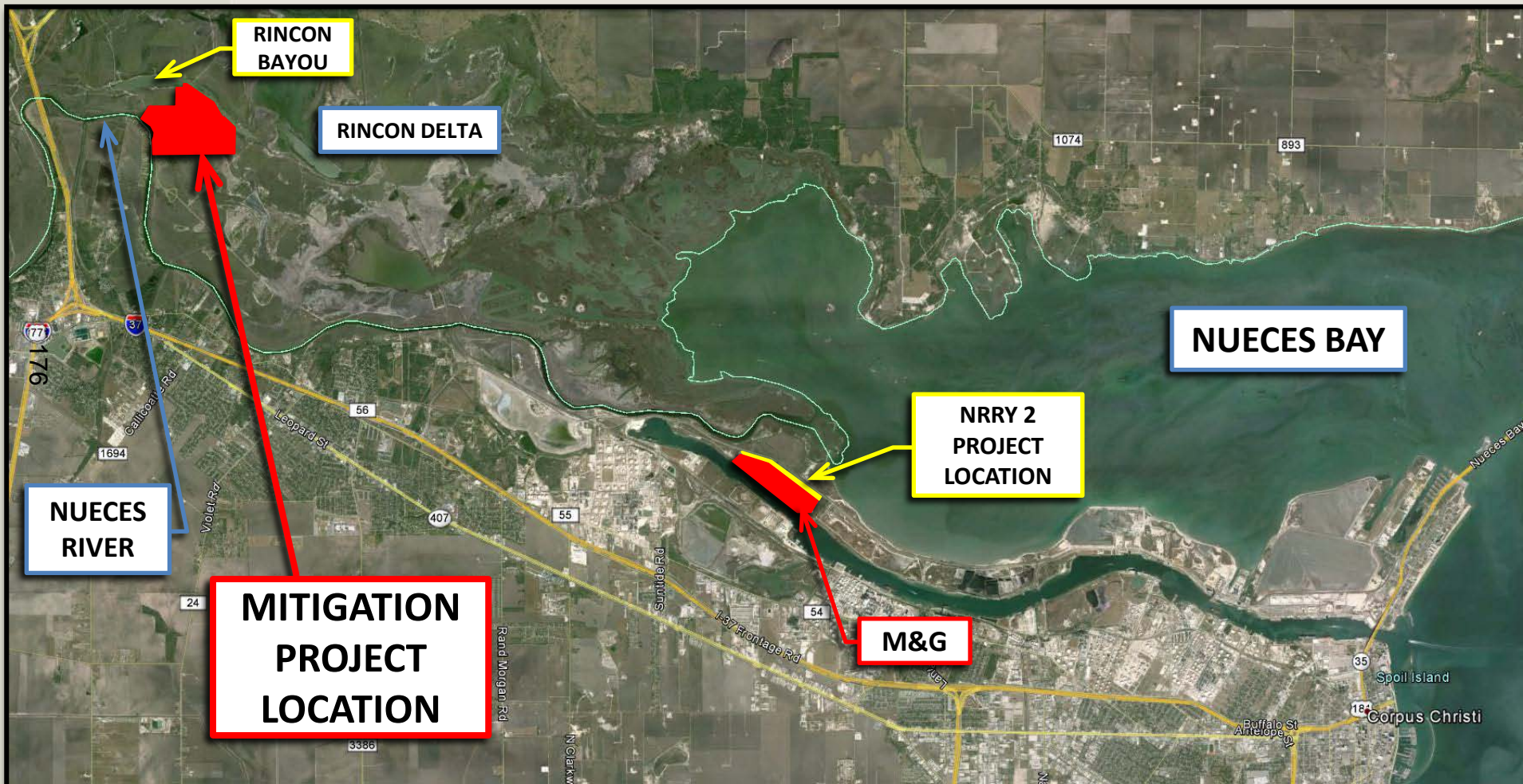
Attached is a negotiated cost-sharing agreement with M&G for the cost of mitigation associated with the USACE permitting. Under the terms of this agreement, M&G will pay all costs, and the PCCA will reimburse 22% of the costs, with a reimbursement cost not-to-exceed \$380,000. The agreement is applicable only for mitigation located on the 317.7-acre tract within the Nueces Delta. According to M&G, the cost estimate for the Nueces Delta mitigation is approximately \$1.7 million.

Staff recommends approval of the attached Cost-Sharing Agreement with M&G Resins USA, LLC, and further recommends approval of a payment of up to \$380,000 to M&G Resins USA, LLC, in accordance with the terms of the Agreement.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



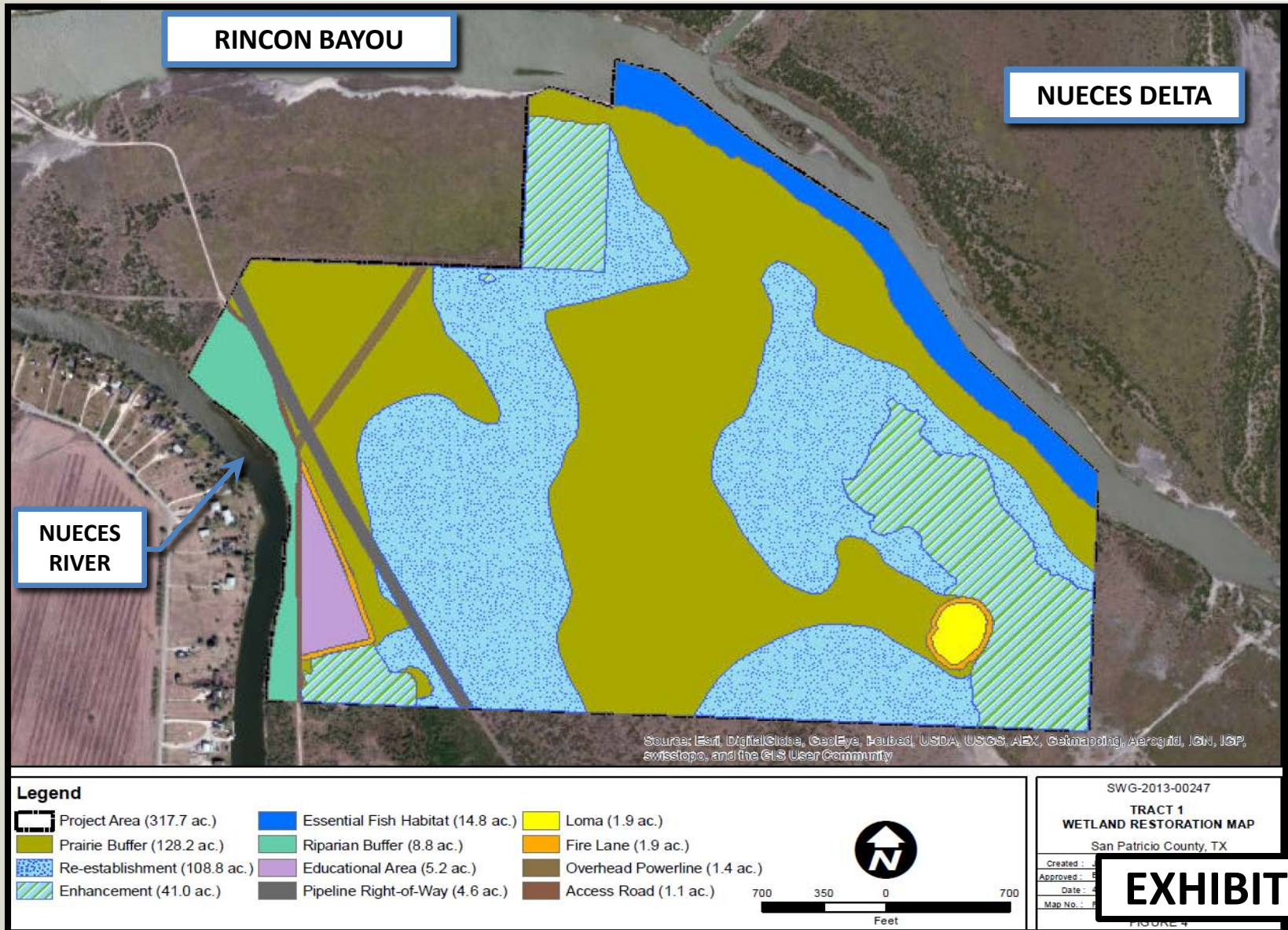
NRRY Phase II / M&G Resins USA, LLC Mitigation Project Location



NRRY Phase II / M&G Resins Mitigation Plan

317.7 Acre Site Improvements

177



**COST-SHARING AGREEMENT
FOR
M&G RESINS WETLANDS MITIGATION PLAN
(Nueces Rail Yard – Phase II)**

This Cost-Sharing Agreement (“**Agreement**”) is made effective as of the ____ day of October, 2014 (the “**Effective Date**”) by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, a navigation district operating under Article XVI, Section 59 of the Texas Constitution (hereinafter called “**Port**” or “**Authority**”), and **M&G Resins USA, LLC**, a Delaware limited liability company (the “**Company**” or “**M&G**”). The Port and M&G are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

Recitals:

- A. Port, as purchaser, and M&G as seller, entered into that certain Purchase, Leaseback and Construction Agreement dated June 20, 2013 (the “**Purchase Agreement**”), relating to the purchase and sale of 3 tracts (being called Tracts A, B and C) of land owned by M&G to the Port, which closed on July 28, 2013.
- B. After the closing of the Purchase Agreement, M&G is the owner of that certain tract of land situated in Nueces County, Texas, in the Rincon del Oso Grant, Abstract No. 1, commonly known by its street address as 7001 Joe Fulton International Trade Corridor, Corpus Christi, Texas 78409, which is depicted on the survey plat attached hereto as **Exhibit A** (the “**M&G Property**”).
- C. Port is the owner of that certain 16.5-acre tract of land (“**Tract A**”) and that certain 58.47-acre tract of land (“**Tract B**”) situated in Nueces County, Texas, in the Rincon del Oso Grant, Abstract No. 1, which are more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference for all purposes (collectively, the “**Port Property**”).
- D. As used herein the M&G Property and the Port Property shall collectively be referred to as the “**Property**”.
- E. M&G is processing and funding the wetlands mitigation plan (the “**Wetlands Mitigation Plan**”) for the development and improvement of the Property with United States Army Corps of Engineers (the “**USACE**”).
- F. The Wetlands Mitigation Plan addresses the proposed filling of a total of 42.8 acres of wetlands including 9.5 acres of wetlands within Tract A.
- G. The costs incurred by M&G for implementing the Wetlands Mitigation Plan are referred to in this Agreement as the “**Plan Costs**”.
- H. Because the Port owns a portion of the Property for which the Wetlands Mitigation Plan is being implemented, which includes the called Tract A owned by the Port and

being developed by the Port for the rail expansion project, the Port has agreed to pay its proportionate share of the Plan Costs as it relates to Tract A, provided the Port's share of the Plan Costs does not exceed three hundred eighty thousand dollars (\$380,000).

- I. Based on the 9.5 acres on the Port's share of the Property of the total 42.8 acres of wetlands planned to be filled, the Parties have agreed that the Port's proportionate share of the Plan Costs is twenty-two percent (22%) of the Plan Costs.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the agreements and undertakings set forth herein, the Parties hereby agree as follows:

1. Reimbursement by Port to M&G. M&G agrees to provide to the Port with a copy of the final USACE Wetlands Permit (the "***Wetlands Permit***") upon receipt. Within thirty (30) days after the date on which the USACE grants the final Wetlands Permit to M&G or the Effective Date, if later, M&G will invoice the Port for the lesser of (i) twenty-two percent (22%) of the Plan Costs, or (ii) three hundred eighty thousand dollars (\$380,000). The Port agrees to pay M&G's invoice within thirty (30) days after receipt of the invoice, and M&G agrees that this payment will be the only payment the Port is required to make with respect to the costs incurred by M&G in designing and carrying out the Wetlands Mitigation Plan and obtaining the Wetlands Permit.
2. Late Payments. Any sum due to M&G under this Agreement, which is not paid on or before the due date, shall thereafter bear interest at an annual rate of LIBOR (as of the due date) + 2% from the due date until the date of payment.
3. Dispute Resolution. In the event a dispute arises between the Parties regarding the application or interpretation of, or in any way relating to, this Agreement, the Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. If the Parties shall have failed to resolve the dispute within the ten (10) Business Days after any written notice of the dispute has been sent to the other Party, then either Party may elect to refer the dispute to the respective senior management of the Parties by notice in writing to the other Party, and the respective senior officers of the Parties shall meet within the ten (10) Business Days after the date of the notice, to resolve the dispute. If the dispute is not resolved within five (5) Business Days after such a meeting has commenced (but in any event within ten (10) Business Days after the date of the letter referring the matter to senior management), then either Party may at any time thereafter resort to mediation, under the provisions of Section 4.
4. Mediation. M&G and the Port agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to

this Agreement before a mediator to be agreed upon by M&G and Port. M&G and the Port must agree upon a mediator within ten (10) Business Days after a written request for mediation by either Party, or either Party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. M&G and Port will each pay one-half of the costs of mediation to the mediator. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity, including a right to file an action in the State or Federal Courts.

5. Payments. All payments required to be made by the Port to M&G shall be (i) made by electronic transfer to an account to be designated by M&G, (ii) delivered to the M&G's administrative offices at 450 Gears Road, Suite 240, Houston, Texas 77067 or such other physical address as M&G may designate from time to time, or (iii) mailed to M&G, Attention: Andre Meyer, 450 Gears Road, Suite 240, Houston, Texas 77067 or at such other mailing address as M&G shall designate in writing.

6. Notices. All notices, demands or requests from M&G to Port Landlord shall be given to the Port, Attention: Executive Director, at P.O. Box 1541, Corpus Christi, Texas 78403, or 222 Power Street, Corpus Christi, Texas 78403, or at such other address as Port shall request in writing. All notices, demands or requests from Port to M&G Tenant shall be given to M&G, c/o Andre Meyer, 450 Gears Road, Suite 240, Houston, Texas 77067, or at such other address as M&G shall request in writing. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage paid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received.

7. Parties Bound. This Agreement binds and inures to the benefit of the Parties and their respective legal representatives, successors and assigns.

8. Applicable Law. **THIS AGREEMENT 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 AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.**

9. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

10. Attorneys' Fees. In the event M&G or Port breach any of the terms of this Agreement and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay the reasonable attorneys' fees incurred by the prevailing Party.

11. Authority. Each person executing this Agreement on behalf of M&G personally warrants and represents unto Port that such person is authorized to do so. The person executing this Agreement on behalf of Port personally warrants and represents unto M&G that such person is authorized to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers at Corpus Christi, Texas, as of the dates provided below each signature, to be effective, however, for all purposes, as of the Agreement Date.

Authority:

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

By: _____
John P. LaRue
Executive Director

Date: _____, 2014

Company / M&G:

M&G Resins USA, LLC,
a Delaware limited liability company

By: _____
Mauro Fenoglio, Vice President

Date: _____

LOTDATE: 06-17-13 10:24 AM DRAWING NO: 09028 PLOTS: 1:1 XREF: Driscas

LEGEND

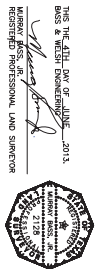
IRON ROD
IRON PIPE
UTILITY EASEMENT
CENTER LINE
PAVED DRIVE
SCOUR EASEMENT
MAP RECORDS NIECES COUNTY TEXAS
M.A.R.C.T.
OFFICIAL RECORDS NIECES COUNTY TEXAS
D.R.N.C.T.
ASBIE IRON ROD LEVEL

- NOTES:**
1. EASEMENTS SHOWN HEREON HAVE BEEN LOCATED AS ACQUITTANCE POSSIBLE FROM DOCUMENTS OF RECORD. THE LOCATION OF PIPE LINES WITHIN THE EASEMENTS IS NOT SHOWN. THE LOCATION OF THE PIPE LINES SHOULD BE DETERMINED BY A SURVEYOR.
 2. ALL PROPERTY CORNERS NOT SHOWN SHALL BE SET USING 5/8" IRON RODS.

BASIS OF BEARING

STATE OF TEXAS, LAMBERT GRID,
SOUTH ZONE, NAD 1927

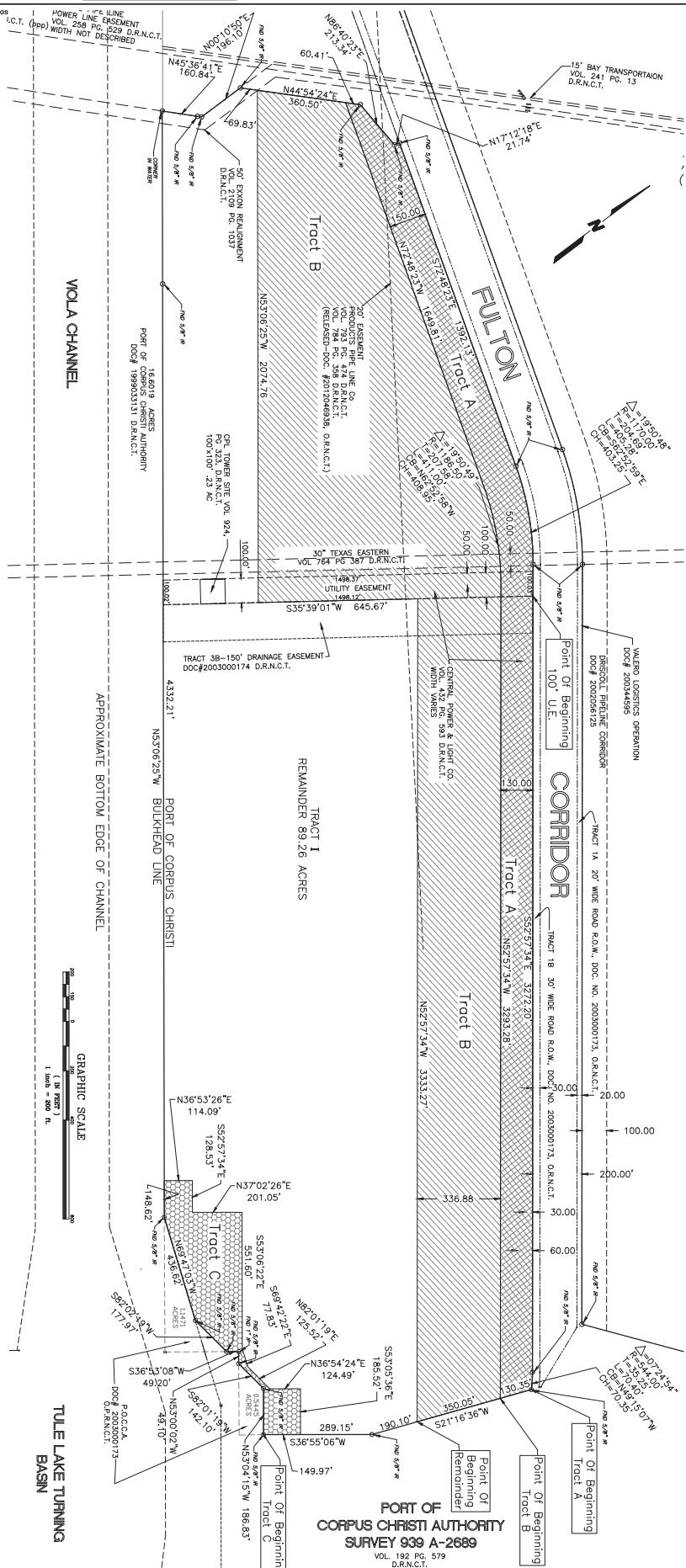
TRACT	ACREAGE
A	16.50 Acres
B	58.47 Acres
C	3.99 Acres
I	89.26 Acres
(REMAINDER)	



THIS IS THE SEAL OF THE
BASS & WELSH ENGINEERING
REGISTERED PROFESSIONAL LAND SURVEYOR

GRAPHIC SCALE
1 inch = 800 ft.

TULE LAKE TURNING BASIN



Nueces River Rail Yard Leases

M & G Resins USA, LLC

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

BASS & WELSH ENGINEERING

CONSULTING ENGINEERS AND SURVEYORS
3054 SOUTH ALAMEDA STREET 78404
P.O. BOX 6397 78466-6397
TELEPHONE: (361) 882-5521
FACSIMILE: (361) 882-1265
ENGINEERING FIRM REGISTRATION NO. F-52
SURVEYING FIRM REGISTRATION NO. 100027-00
CORPUS CHRISTI, TEXAS

EXHIBIT A

MURRAY BASS, JR., P.E., R.P.L.S.
 NIXON M. WELSH, P.E., R.P.L.S.
www.bass-welsh.com
 e-mail: nixmw@aol.com

3054 S. ALAMEDA, ZIP 78404
 361 882-5521 ~ FAX 361 882-1265
 e-mail: murrayjr@aol.com

BASS & WELSH ENGINEERING

TX Registration No. F-52

Survey Registration No. 100027-00

P.O. Box 6397

Corpus Christi, TX 78466-6397

June 3, 2013

Field Note Description
Tract "A"

Being a tract situated in Nueces County, Texas in the Rincon del Oso Grant, Abstract No. 1 and being a portion of that 168.22 acre tract described as Tract 1 in the deed to M & G Resins, USA, LLC a Delaware Limited Liability Company recorded under Clerk's File No. 2013010971, Official Public Records of Nueces County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the south boundary of a 30.0 foot wide road right-of-way designated Tract 1B in the deed to the Port of Corpus Christi Authority recorded under Clerk's File No. 2003000173, Official Public Records of Nueces County, Texas and being the west margin of a 2,694.93 acre tract patented to the Nueces County Navigation District No. 1 by the State of Texas known as Survey 939 recorded in Volume 192 at Page 579 of the Deed Records of Nueces County, Texas;

THENCE S21°16'36" W along the east boundary of the 168.22 acre tract a distance of 130.35 feet to a point for the southeast corner of this tract, said point being 130.00 feet measured at a right angle south of the heretofore referenced 30.00 foot wide road right-of-way designated Tract 1B;

THENCE N 52°57'34" W 130.00 feet south of and parallel to the south right-of-way of the 30.00 foot wide Tract 1B a distance of 3,293.28 feet to the point of curvature of a curve to the left;

THENCE along said curve to the left whose radius is 1,186.50 feet in a northwesterly direction a distance of 411.00 feet to the point of tangency of said curve, said point being 150.00 feet measured at a right angle south of the heretofore referenced 30.00 foot wide Tract 1B;

THENCE N 72°48'23" W 150.00 feet south of and parallel to the south line of Tract 1B a distance of 1,649.81 feet to a point in the west boundary of the 168.22 acre tract for the southwest corner of this tract;

THENCE along the west boundary of the 168.22 acre tract N 44°54'24" E a distance of 60.41 feet to a 5/8 inch iron rod found for a corner of the 168.22 acre tract and a corner of this tract;

THENCE continuing along the west boundary of the 168.22 acre tract N 86°40'23" E a distance of 213.34 feet to a 5/8 inch iron rod found for a corner of the 168.22 acre tract and a corner of this tract;

THENCE N 17°12'18" E along the west boundary of the 168.22 acre tract a distance of 21.74 feet to a 5/8 inch iron rod found for a corner of the 168.22 acre tract, said point lying in the south boundary of the heretofore referenced 30.00 foot wide road right-of-way designated Tract 1B;

THENCE S 72°48'23" E along the south line of Tract 1B and the north boundary of the 168.22 acre tract ad distance of 1,392.13 feet to the point of curvature of a curve to the right;

MBJ:sab

09028-Field Note Desc-Tract A.doc

Page 1 of 2

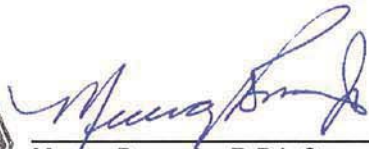
EXHIBIT A

THENCE along said curve to the right whose radius is 1,170.00 feet in a southeasterly direction a distance of 405.28 feet to the point of tangency of said curve;

THENCE continuing along the south line of the 30.00 foot wide Tract 1B and the north boundary of the 168.22 acre tract S 52°57'34" E a distance of 3,272.20 feet to the point of curvature of a curve to the right;

THENCE along said curve to the right whose radius is 544.00 feet in a southeasterly direction a distance of 70.40 feet to the **POINT OF BEGINNING**, forming a tract embracing 16.50 acres.




Murray Bass, Jr., R.P.L.S.

Note: Basic of Bearing is State of Texas, Lambert Grid, South Zone, NAD 1927

MBJ:sab

09028-Field Note Desc-Tract A.doc

Page 2 of 2

EXHIBIT A

MURRAY BASS, JR., P.E., R.P.L.S.
 NIXON M. WELSH, P.E., R.P.L.S.
www.bass-welsh.com
 e-mail: nixmw@aol.com

3054 S. ALAMEDA, ZIP 78404
 361 882-5521 ~ FAX 361 882-1265
 e-mail: murrayjr@aol.com

BASS & WELSH ENGINEERING

TX Registration No. F-52
Survey Registration No. 100027-00
 P.O. Box 6397
 Corpus Christi, TX 78466-6397

June 3, 2013

Field Note Description
Tract "B"

Being a tract situated in Nueces County, Texas in the Rincon del Oso Grant, Abstract No. 1 and being a portion of that 168.22 acre tract described as Tract 1 in the deed to M & G Resins, USA, LLC, a Delaware Limited Liability Company recorded under Clerk's File No. 2013010971, Official Public Records of Nueces County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set in the east boundary of Tract 1 and the west boundary of the 2,694.93 acre tract patented to the Nueces County Navigation District No. 1 by the State of Texas known as Survey 939 recorded in Volume 192 at Page 579 of the deed records of Nueces County, Texas, whence the northeast corner of the 168.22 acre Tract 1 bears N 21°16'36" E at 130.35 feet

THENCE S 21°16'36" W along the east boundary of Tract 1 and the west boundary of the Nueces County Navigation District Tract a distance of 350.05 feet to a 5/8 inch iron rod set for the southeast corner of this tract;

THENCE N 52°57'34" W 336.88 feet south of and parallel to the south boundary of the heretofore described Tract "A" a distance of 3,333.27 feet to a point for an interior corner of this tract, said point lying in the west margin of the drainage easement described as Tract 3B in the document recorded under Clerk's File No. 2003000174, Deed Records, Nueces County, Texas;

THENCE S 35°39'01" W along the west boundary of the heretofore referenced drainage easement a distance of 645.67 feet to a 5/8 inch iron rod set for a corner of this tract;

THENCE N 53°06'25" W a distance of 2,074.76 feet to a 5/8 inch iron rod set in the west line of the 168.22 acre tract described as Tract 1 for the southwest corner of this tract;


THENCE N 44°54'24" E along the west boundary of the 168.22 acre tract a distance of 360.50 feet to a 5/8 inch iron rod set for the northwest corner of this tract, said point being the southwest corner of the heretofore referenced Tract "A";

THENCE along the south boundary of Tract "A", S 72°48'23" E a distance of 1649.81 feet to the point of curvature of a curve to the right;

THENCE continuing along the south boundary of Tract "A", along said curve to the right whose radius is 1186.50 feet, in a southeasterly direction a distance of 411.00 feet to the point of tangency of said curve;

THENCE continuing along the south boundary of Tract "A", S 52°57'34" E a distance of 3,293.28 feet to the **POINT OF BEGINNING**, forming a tract embracing 58.47 acres.




 Murray Bass, Jr., R.P.L.S.

Note: State of Texas, Lambert Grid, South Zone, NAD 1927
 MBJ:sab

09028-Field Note Desc-Tract B.doc

Page 1 of 1

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18

**Approve Sixth Amendment to the Lease Agreement with
Kirby Inland Marine, LP, for the Fleeting Area on the
Corpus Christi Turning Basin**

Over the last several months, staff has discussed with representatives of Kirby Inland Marine, LP, the idea of terminating or reducing the size of Kirby's 6.91-acre leased premises located on the north side of Corpus Christi Turning Basin. See attached exhibit. The 1,450-foot-long site is within a section of waterfront that staff has identified as an ideal area for one or more future oil docks, and the PCCA has begun the process of relocating existing tenants from this reach to other areas within the port.

The PCCA has now successfully negotiated an amendment to Kirby's lease whereby either party can terminate the lease, in whole or in part, with 30-day's written notice. This allows Kirby to continue to operate its fleeting operation at this location up until a point where the PCCA needs to take possession of the site. According to the terms of the amendment, should the leased premises be reduced in size, the base rent will be reduced proportionately. If approved, this will be the sixth amendment to Kirby's Lease Agreement, which originated in March 2001. The other five amendments were for various adjustments in the size of the lease premises and for rent credits related to permanent improvements made on the leased premises by Kirby. In addition to this site, Kirby operates another barge fleeting area and a barge cleaning and fueling facility within the Inner Harbor.

Staff recommends approval of the attached Sixth Amendment to the Lease Agreement with Kirby Inland Marine, LP, for the fleeting area on the Corpus Christi Turning Basin.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



Kirby Inland Marine, LP

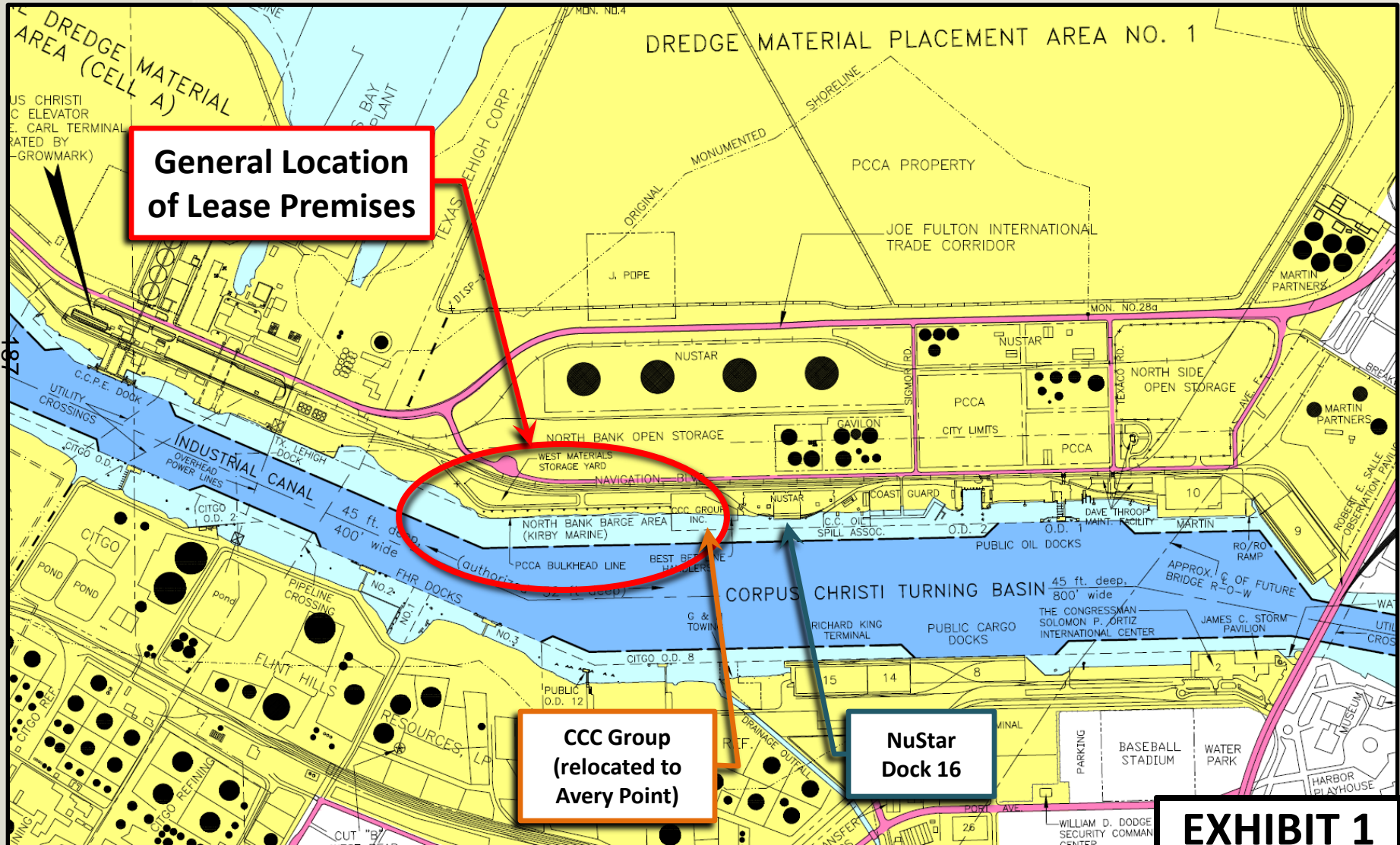
Current Lease Agreement (6.91 Acres)

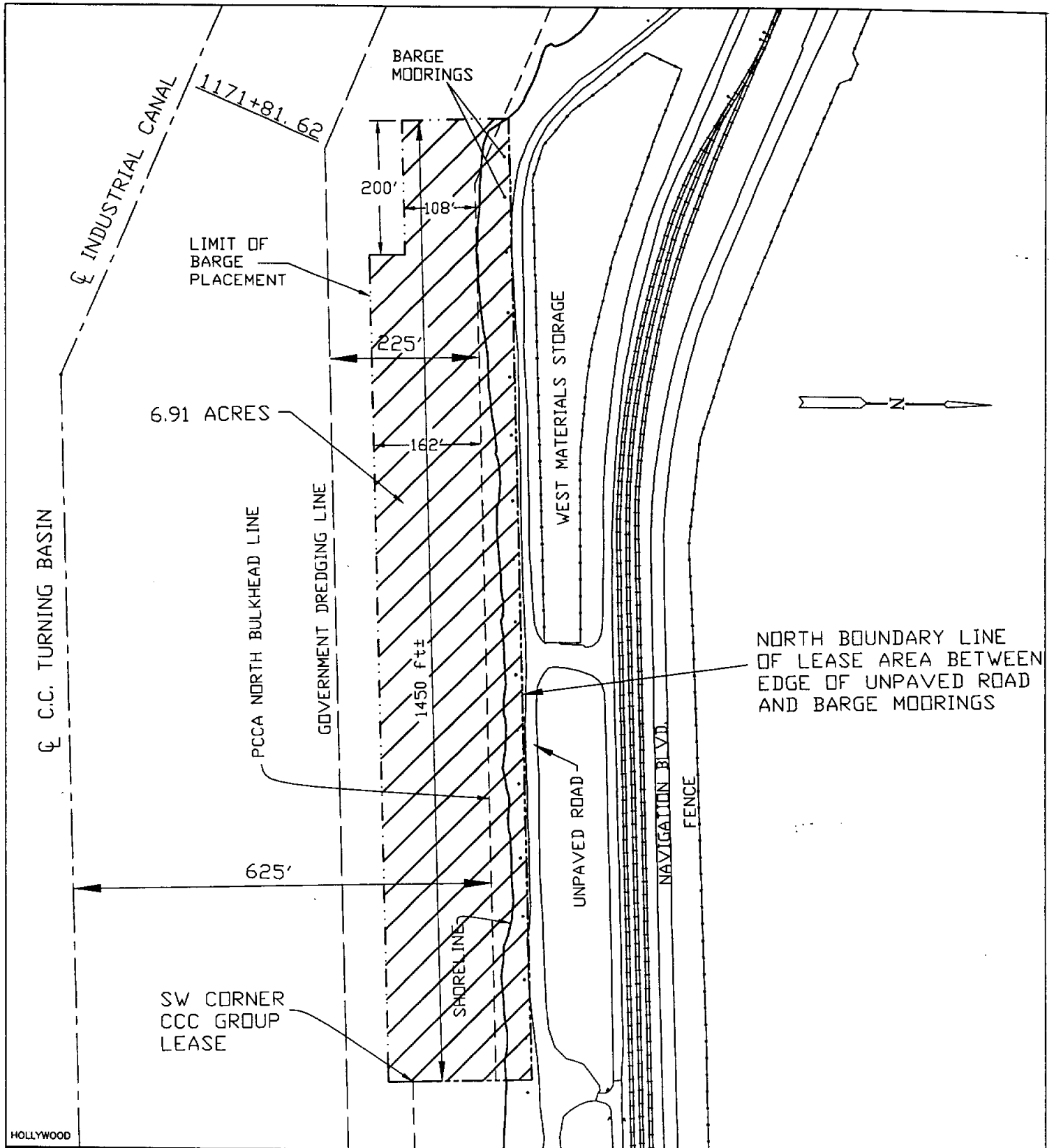
**General Location
of Lease Premises**

**CCC Group
(relocated to
Avery Point)**

**NuStar
Dock 16**

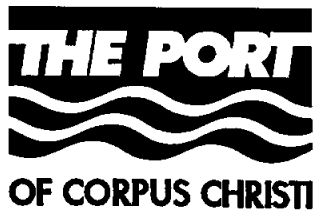
EXHIBIT 1





HOLLYWOOD

NO.	DATE	REVISION



PORT OF CORPUS CHRISTI AUTHORITY

NORTH BANK BARGE MOORING AREA
LEASE FOR WESTERN TOWING CO.

6.91 ACRES

SCALE: 1"=200'

DWN. BY: RALPH

LEASE MAP-EXHIBIT A

DATE:

MARCH 2001

SIXTH AMENDMENT OF LEASE

This Sixth Amendment of Lease ("***Amendment***") is made and entered into effective as of the 14th day of October, 2014 ("***Amendment Date***"), between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS ("***Authority***"), a navigation district operating under Article XVI, Section 59 of the Texas Constitution, and KIRBY INLAND MARINE, LP, a Delaware limited partnership, whose principal address is 55 Waugh Drive, Suite 1000, Houston, Texas 77007. The Authority and Lessee are sometimes collectively referred to herein as the "***Parties***".

Recitals

WHEREAS, by Lease Agreement dated March 1, 2001 ("***Original Lease Agreement***"), the Authority leased to Lessee, as successor in interest to Western Towing Company, two tracts of land in Nueces County, Texas, called Tract A and Tract B in the Lease, for a primary term of five (5) years beginning March 1, 2001, and expiring February 28, 2006; and

WHEREAS, Tract A was a 6.91-acre tract of land and Tract B was a 10.9-acre tract of land, as more particularly described in the Original Lease Agreement; and

WHEREAS, the Original Lease Agreement was subsequently amended by instruments dated August 14, 2001 (First Amendment) and September 10, 2002 (Second Amendment) to temporarily reduce and abate the rent for Tract B until such time as Lessee had actually constructed a barge mooring facility on Tract B; and

WHEREAS, the Original Lease Agreement, as amended, was further amended by instrument dated May 13, 2003 (Third Amendment) to delete Tract B from the Lease; and

WHEREAS, the Original Lease Agreement, as amended, was again amended by instrument dated August 10, 2004 (Fourth Amendment) to credit the monthly rental for security fencing constructed on Tract A by Lessee at the North Bank Barge Mooring Area; and

WHEREAS, the Original Lease Agreement, as amended, was further amended by instrument dated August 13, 2005 (Fifth Amendment) to credit the monthly rental for shoreline stabilization improvements constructed on Tract A by Lessee at the North Bank Barge Mooring Area; and

WHEREAS, the Original Lease Agreement, as amended, prior to the Amendment Date is referred to herein as the "***Lease***"; and

WHEREAS, Authority has asked Lessee to agree to an amendment of Section 1.03 of the Lease which would give either Party the right to terminate the Lease, in whole or in part, with thirty (30) days' advance written notice to the other Party, and Lessee is willing to agree to this amendment on the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, and in further consideration of the mutual covenants and obligations contained herein, the Parties do hereby agree as follows:

1. Effective as of the Amendment Date, Section 1.03 of the Lease shall be deleted and replaced in its entirety with the following Section 1.03:

Section 1.03. Termination for Convenience

Either party may terminate this Lease Agreement for convenience with respect to all or part of the Leased Premises upon thirty (30) days written notice to the other. If either party exercises its right to terminate this Lease Agreement pursuant to this Section with respect to only part of the Leased Premises, the right of termination in this Section shall remain in effect with respect to the remaining portion of the Leased Premises.

Notwithstanding anything to the contrary contained in Section 3.01, if the Authority elects to terminate this Lease Agreement under this Section with respect to only part of the Leased Premises, then from and after the termination date Lessee shall pay to the Authority as monthly rent for the remaining portion of the Leased Premises an amount equal to the Product of (A) Twenty-One Hundred Seventy Dollars (\$2,170), multiplied by (B) the number of acres in the remaining portion of the Leased Premises. This monthly rent shall be payable by Lessee to Authority in advance on the first day of each calendar month and shall be prorated for any partial month based on a thirty (30) day month.

2. This Amendment shall be binding on the successors and assigns of the Parties.

3. Except as specifically amended hereby, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall control.

4. This Amendment may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures and acknowledgments to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures and acknowledgments shall be deemed to be the same as original signatures and acknowledgments.

[Signature page follows this page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized offices as of the dates provided below each signature, to be effective, however, for all purposes, as of the Amendment Date.

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

By: _____
John P. LaRue,
Executive Director

Date: October ____, 2014

KIRBY INLAND MARINE LP

By: _____
Name: _____
Title: _____

Date: October ____, 2014

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-A

**Consent to the Sublease of a Portion of the
Gulf Compress Leased Premises Located at La Quinta
to voestalpine Texas Holding, LLC**

Gulf Compress currently leases 28.78 acres of land and approximately 560,000 square feet of warehouse space from the PCCA at the La Quinta Trade Gateway Terminal site in San Patricio County, Texas, as shown on the attached drawing. Voestalpine Texas Holding, LLC, currently leases a tract of land, also located at the La Quinta site and in the immediate vicinity of Gulf Compress' leased premises, covering 460.42 acres upon which voestalpine is presently constructing a \$700 million hot briquetted iron (HBI) facility and a ship dock along the La Quinta Channel.

voestalpine asked Gulf Compress for the right to occupy a portion their leased premises for the temporary storage and handling of materials and equipment to be used by voestalpine in the construction of the HBI plant. The lease agreement between Gulf Compress and the PCCA allows for the sublease of their leased premises with written consent from the PCCA.

Gulf Compress prepared the attached License Agreement granting voestalpine the right to occupy a portion of the Gulf Compress leased premises for the purposes stated in the License Agreement, and requested that the PCCA consent to the agreement. PCCA counsel has advised that consenting to the License Agreement would have the effect of expanding the permitted purposes under PCCA's lease with Gulf Compress, but has no legal objection to PCCA's consenting to the agreement.

Staff recommends that the Port Commission consent to the License Agreement in the form presented to the meeting and authorize the Executive Director to evidence this consent by executing the consent at the end of the agreement.

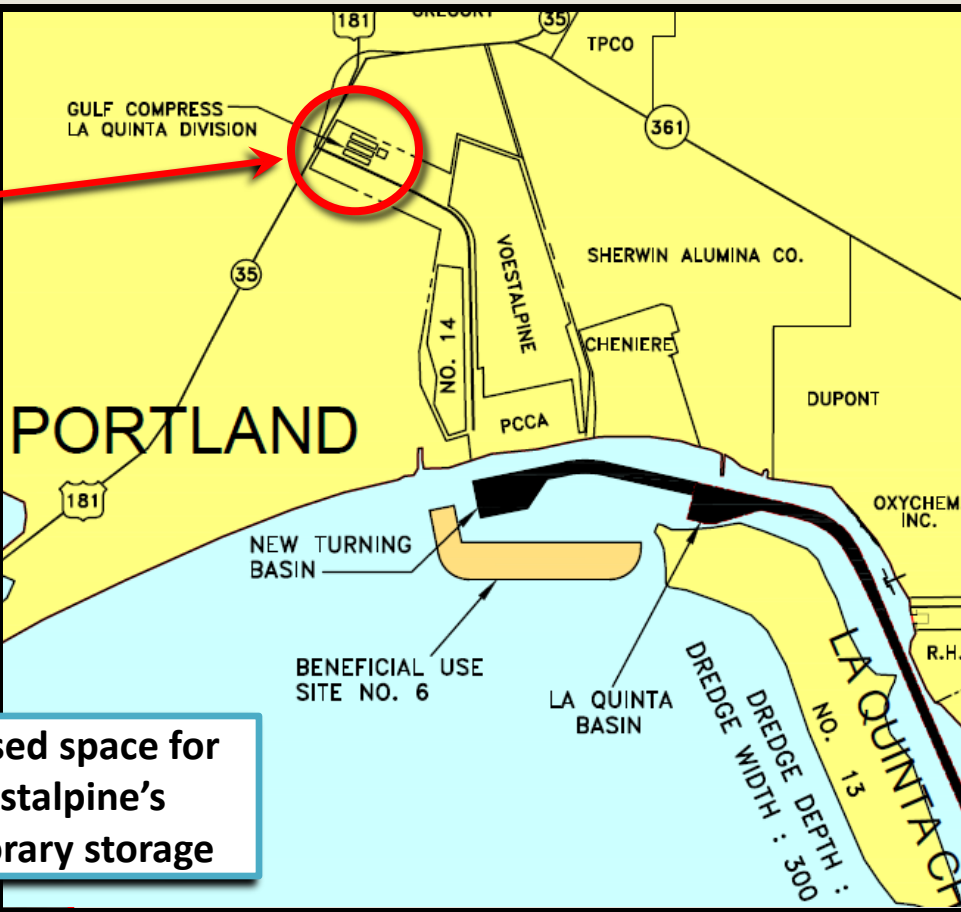
LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



Gulf Compress & Voestalpine Texas Holding, LLC

License Agreement for Temporary Storage of Project Cargo

**Gulf Compress
Lease Premises**



**Proposed space for
voestalpine's
temporary storage**

PCCA's La Quinta Property

EXHIBIT 1

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made and entered into this 26th day of September, 2014 by and between voestalpine Texas LLC ("Licensee"), and **GULF COMPRESS, INC.**("Licensor").

Background:

WHEREAS, Licensor currently leases from the Port of Corpus Christi Authority of Nueces County, Texas ("Authority") certain property located at 4832 SH 181 (G.C. #4) in Portland, Texas consisting of open storage and covered warehouse space of approximately 52,000 square feet as depicted on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Licensee desires to make limited use of the Premises for the purpose of storing palletized refractory bricks ; and

WHEREAS, Licensor is willing to grant to Licensee a license to come onto the Premises and make limited use of the Premises, subject to the terms and conditions herein contained.

Agreement:

NOW THEREFORE, for and in consideration of the mutual benefits provided herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. Licensor grants to Licensee an exclusive license to enter into the Premises and to make use of the Premises strictly in accordance with the terms of this Agreement.
2. Term. Subject to termination as set forth above, the term of this License shall commence upon October 1, 2014 and shall expire on August 31, 2015 and shall continue on a month-to-month basis thereafter until either party gives at least fifteen (15) days written notice to the other party that they wish to terminate this License Agreement.
3. License Fee. In exchange for the grant of the license herein provided, Licensee shall pay to Licensor, a monthly license fee in an amount equal to 40 cents per square foot, (for use of 12,000 sq. ft.), or four thousand eight hundred dollars and 00/100s (\$4,800.00), payable in advance on the first (1st day of each month.. Then beginning on January 16, 2015 until expiration of the Term, the monthly fee shall be adjusted to include an additional 40,000 square feet at an amount equal to 40 cents per square foot, or an additional sixteen thousand dollars and 00/100s (\$16,000). If additional inside space is needed the monthly fee will be adjusted

accordingly at the same 40 cents per square foot. Any such changes to square footage must be approved by Licensor.

4. Use. Licensee shall use the Premises solely for the purpose of storing building components and related equipment, and for no other purpose whatsoever. Also, Licensee shall agree not to exceed storage weights of 500 pounds per square foot unless agreed in writing by Licensor. Licensee shall not lend, license, lease, sublease, sell or otherwise allow the use, in any way, of related premises by any other individual, partnership, joint venture, corporation, or entity other than Licensee. Upon the expiration or termination of this Agreement, Licensee promptly shall remove any and all of its personal property from the Premises and otherwise will return the Premises to Licensor in a condition as good and as clean as existed at the commencement of the license granted hereunder. Further, Licensee will repair all environmental damage caused by Licensee to the Premises. The Premises shall only be used by employees of Licensee and by contract drivers/loaders contracted to Licensee.

5. User Representations: Licensee represents that Licensee will provide and maintain such supervision, security, and control as to ensure safe and lawful conduct and security of the stored materials and avoidance of all hazards within and around said premises during the period of use by Licensee. Licensor will not provide security personnel, surveillance, or other security or safety measures for the stored materials. Licensee agrees to comply, and will cause its employees, agents, guests and invitees to comply, with all applicable laws and ordinances, and with all applicable rules and regulations of all governmental agencies and the Licensor.

6. No Warranties: Licensee takes such premises "as is, where is, and with all of its faults." Licensor does not make any warranties, express or implied, as to the fitness or condition of the premises, nor as to its fitness for any particular purpose, its quality or capacity nor any other representation or warranty whatsoever.

7. Indemnification. Licensor shall not be liable for any injury to persons or losses or damage to property resulting from or arising out of the use of the Premises by Licensee. Licensor shall not be responsible for providing security for any equipment and or materials parked or stored on the Premises nor shall Licensor be responsible for any damage to related equipment and or materials parked or stored or for any items stolen or removed from related equipment and or materials parked or stored on the Premises. Licensee shall indemnify, defend, and hold harmless Licensor against any and all liability, demands, claims, and causes of action, and all damages, costs and expenses associated therewith (including reasonable attorneys' fees), that arise out of the actions of Licensee or its agents, employees, or contractors on the Premises.

8. Insurance. Licensee, at its expense, shall maintain at all times during the term hereof commercial general liability insurance covering the Premises with a combined single limit of not less than \$2,000,000. Licensee will, upon request, deliver copies of such policies or certificates evidencing same to the Licensors. Licensors shall be named an additional insured on such policy.

9. Damage. Licensee shall not cause any damage or destruction to the Premises, and Licensee shall be liable for all costs and expenses associated with any necessary repairs of any damage caused by it or its agents, employees, or contractors to the Premises.

10. Non-waiver Provision. The failure of Licensors to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Licensors may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained, except as may be expressly waived in writing.

11. Sublicense, Sublease or Transfer. Licensee may not assign this license agreement in whole or in part nor any interest therein nor sublet the Premises nor any part thereof nor grant any license, concession or other right of occupancy of any portion of the Premises, nor permit the transfer of this license by operation of law or other-wise without the prior written consent of Licensors and Authority. Consent of Licensors and Authority to one or more assignments or subletting does not operate as a waiver of Licensors' or Authority's rights concerning any subsequent sublicense, assignment or subletting. If this license agreement is assigned, or if any of the Premises, or any part thereof, is sublet or occupied by anyone other than the Licensee, then Licensors may, after default by the Licensee, collect license fees or other payments from the assignee, subtenant or occupant and apply the net amount collected, less any costs of collection, attorneys' fees or other costs incurred by Licensors, to the rent provided for in this license agreement. No sublicense, assignment, subletting, occupancy, or receipt or collection of payments waives the obligations of Licensee under this license agreement upon acceptance of same by Licensors. Licensors may assign or transfer any of its interests under this license agreement.

12. Sub-license or Transfer Conditions. The following conditions automatically apply to each sublicense, assignment or other transfer of any interest by Licensee or any sub-licensee without the necessity of same being stated in or referred to in Licensors' and Authority's written consent:

A. Licensee must execute, have acknowledged and deliver to Licensors, and must cause the sub-licensee, assignee or other transferee ("Transferee") of any portion of Licensee's interest in this license agreement, the license interest created hereby or the licensed space

on the premises to execute, have acknowledged and deliver to Licensors, an instrument in form and substance acceptable to Licensors in which:

1. The Transferee adopts this license agreement and assumes and agrees to perform, jointly and severally with Licensee, all of the obligations of Licensee hereunder, as to the interest transferred to it;
2. The Transferee grants Licensors an express first and prior contract lien and security interest in its improvements located upon and property brought into the transferred premises to secure its obligations to Licensors hereunder;
3. Licensee and Transferee each subordinate to Licensors's statutory lien, contract lien and security interest any liens, security interests or other rights, which Licensee may claim with respect to any property of the Transferee;
4. The Transferee agrees to use and occupy the transferred space solely for the purposes permitted under Agreement section 4 Use. and otherwise in strict accordance with this license agreement; and
5. Licensee and Transferee and any guarantor acknowledge and agree in writing that, notwithstanding the transfer, Licensee and any guarantor remain directly and primarily liable for the performance of all the obligations of Licensee hereunder (including, without limitation, the obligation to pay all rent), and Licensors shall be permitted to enforce this license agreement against Licensee, any guarantor or the Transferee, or all of them, without prior demand upon or proceeding in any way against any other persons.

B. Licensee must deliver to Licensors a counterpart of all instruments relative to the sub-license, assignment or other transfer executed by all parties to such transaction (except Licensors).

11. Entire Agreement. This Agreement contains all the agreements between the parties hereto and may not be modified in any other manner other than by an agreement in writing signed by both parties hereto or their successors in interest.

12. Notices. Any notices required pursuant to this Agreement shall be in writing. Addresses to which notices shall be sent are as follows:

To Licensee: voestalpine Texas LLC
2800 La Quinta Terminal Road
Portland, Texas 78374
Attn:

To Licensor: Gulf Compress, Inc.
201 N. 19t Street
P. O. Box 1378
Corpus Christi, TX 78403
Attn: David Fields

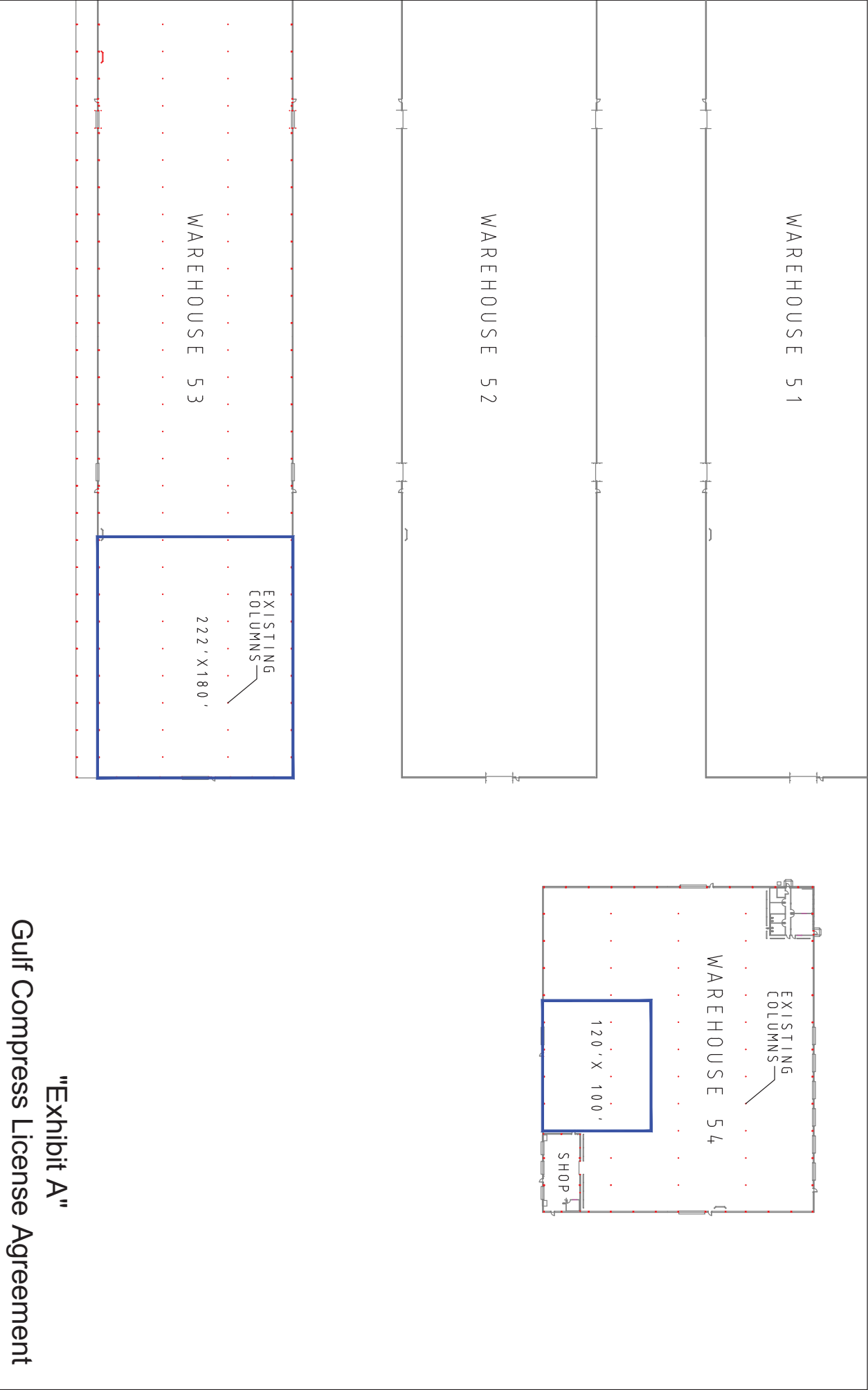
All notices, demands and requests which are addressed as provided above and (i) deposited in the United States mail, registered or certified, postage prepaid, return receipt requested or (ii) hand delivered or (iii) deposited with a recognized overnight carrier, shall be deemed to have been given for all purposes hereunder at the time such notice, demand or request shall be deposited in the United States mail or with the recognized overnight courier or hand delivered to the recipient, as the case may be. IN WITNESS WHEREOF, this parties hereto have executed this Agreement all and as of the date hereof

By: _____
Title: _____

Gulf Compress, Inc.
By: _____
Title: _____

The Port of Corpus Christi Authority of Nueces County, Texas, hereby consents to this Agreement this ____ day of October, 2014.

John P. LaRue, Executive Director



"Exhibit A"
Gulf Compress License Agreement

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-B

**Approve Pipeline and Surface Site Easement Agreement with
Kinder Morgan Tejas Pipeline, LLC, Located at
PCCA's La Quinta Property to
Support voestalpine Texas Holding, LLC's HBI Plant**

voestalpine Texas Holding, LLC, has entered into an agreement with Kinder Morgan Tejas Pipeline, LLC, to furnish natural gas to voestalpine's hot briquetted iron (HBI) plant presently under construction on the PCCA's La Quinta property.

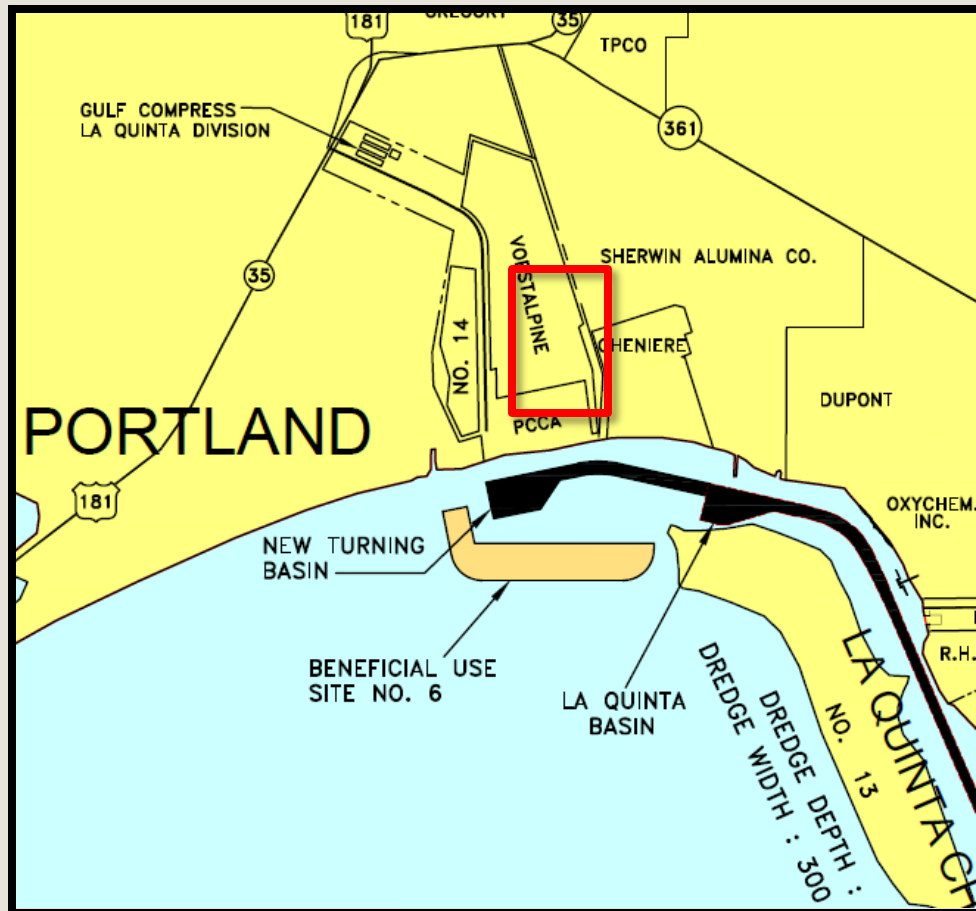
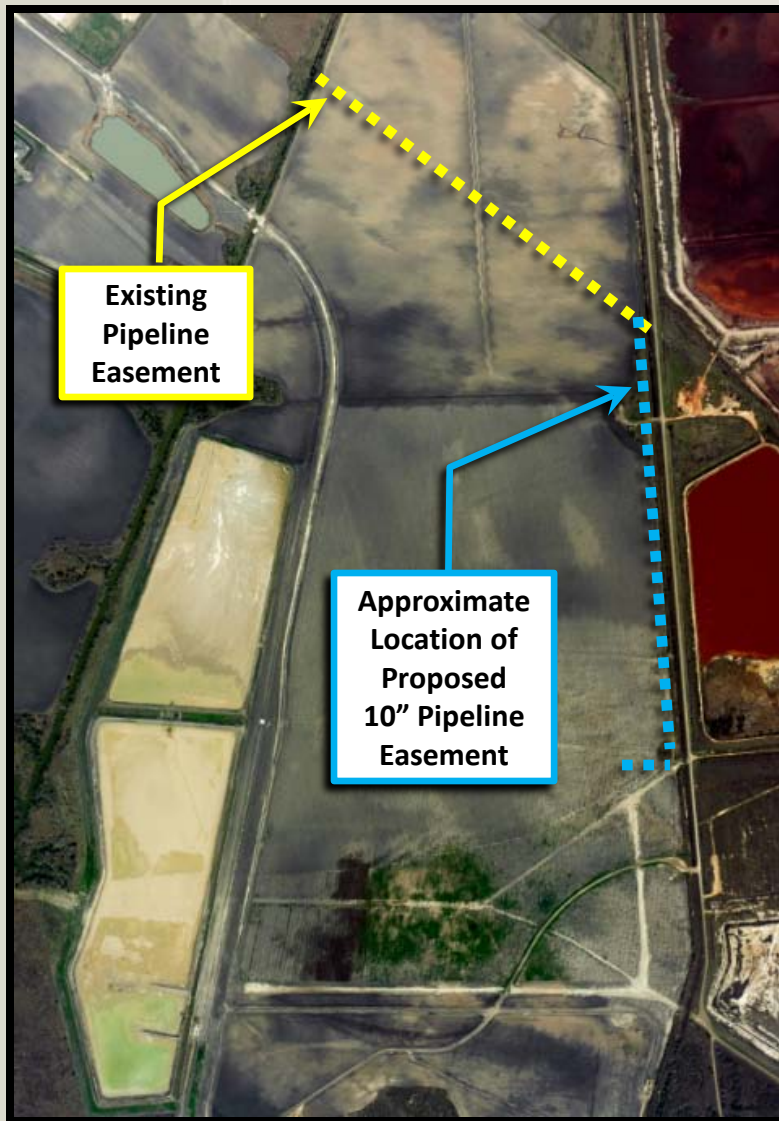
Kinder Morgan currently owns and operates a 16-inch natural gas pipeline crossing the La Quinta property, to which it will connect a 10-inch diameter lateral pipeline to serve the HBI plant (see attached exhibit). Kinder Morgan has requested an easement permitting them to make the installation, which will include a 20' x 100' surface site on the north end and a 75' x 150' metering site on the south end of the pipeline as shown on the attached exhibit.

Staff and PCCA legal counsel prepared the attached Pipeline and Surface Site Easement, which is summarized on the attached Easement Summary. Kinder Morgan will pay \$16,311.26 for the first ten-year term of the agreement. Because this pipeline will serve a major customer of the PCCA, the fee is based on the PCCA's current Fee Schedule A for port customers using public or private docks. The fee for pipelines of this size is \$63.65 per rod, and the length of the pipeline easement is 4,228.37 feet (256.26 rods).

Staff recommends approval of the Pipeline and Surface Site Easement with Kinder Morgan Tejas Pipeline, LLC.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

Kinder Morgan Pipeline Easement to Support voestalpine Texas Holding, LLC



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY**

Grantee: Kinder Morgan Tejas Pipeline LLC

Easement Location: As depicted on the attached drawing

Use: For the transportation of natural gas to serve voestalpine's HBI plant together with a 20' x 100' launcher receiver at the north end and a 75' x 150' metering facility on the south end.

Term: 30 years

Options: N/A

Start Date: October 14, 2014

Fee: \$16,311.26

Adjustment of Fee: At the beginning of each succeeding ten (10) year period during the Term of this easement, an annual fee will be as set by the Port Commissioners of the Authority for the ten (10) year period based upon Authority's then current Fee Schedule "A".

Remarks: The pipeline authorized under this easement will serve voestalpine.

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF SAN PATRICIO

§

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to Kinder Morgan Tejas Pipeline LLC, a Delaware limited liability company registered to do business in Texas, whose principal address is 1001 Louisiana St., Suite 1000, Houston, Texas 77002, (hereinafter called "Grantee"), a right-of-way and easement (the "Pipeline Easement") on and through the Authority's land located in San Patricio County, Texas, as described by metes and bounds in Exhibit A and depicted on the Exhibit B prepared by Michael D. Stridde R.P.L.S. #3589 and dated September 26, 2014, which Exhibits are attached hereto and made a part hereof, for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing one (1) pipeline (the "Pipeline") for the uses herein set out upon, over and across the Pipeline Easement hereby granted, together with (i) a surface site measuring twenty feet (20') in width by one hundred feet (100') in length located at the northern end of the Pipeline Easement being designated as Kinder Morgan – Surface Site No.1 in said Exhibit A and depicted in Detail No. 1 of said Exhibit B and (ii) a surface site measuring seventy five feet (75') by one hundred twenty five feet (125') at the southern end of the Pipeline Easement being designated as Kinder Morgan - Surface Site No. 2 in said Exhibit A and depicted in Detail No. 2 on said Exhibit B, for valves, fittings, meters and other equipment and appurtenances as may be necessary for the operation of the Pipeline; provided, however, any valves, fittings, meters and other equipment and appurtenances that will be above ground must be approved in writing by the Authority in advance of installation of same. Either the Authority or Grantee may individually be referred herein to as "Party" or jointly as "Parties". Pipeline as used in this Agreement means one pipeline together with any approved valves, fittings, meters and other equipment and appurtenances placed in the Pipeline Easement. During the period of initial construction of the said Pipeline, Grantee shall be permitted to utilize temporary working space not to exceed twenty five (25) feet on either side of the centerline of the Pipeline Easement. Following the period of initial construction of the Pipeline, the width of the Pipeline Easement shall be limited to the width of the pipeline as installed along the centerline, it being expressly understood and agreed however, that during any subsequent inspection, maintenance, repair or removal of the Pipeline, Grantee shall be entitled to use additional temporary work space alongside the Pipeline Easement as reasonably necessary, to efficiently carry out such activities. The period of initial construction of the Pipeline will terminate sixty (60) days after Grantee actually completes construction, or one year from the date hereof, whichever occurs first. In the event construction is not commenced within one year from the date hereof, this Agreement and the Pipeline Easement will terminate, unless the period for commencement of construction is extended beyond one year by Authority. The Pipeline shall be used for the transmission of natural gas.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for a term (the "Term") of years beginning on the 14th day of October, 2014, (the "Effective Date") and ending at midnight Central Time on the 13th day of October, 2044, subject to the exceptions and reservations herein set forth, and upon the following covenants and

conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Pipeline Easement is granted subject to the following:

A. Number and Size of Pipelines. The Pipeline shall not exceed the following number of pipelines and a nominal inside diameter as follows: Number of pipelines one (1); Nominal inside diameter: ten inches (10).

B. Fee. For the first ten (10) years of the Term of this Agreement, Grantee will pay to the Authority a fee in the amount of Sixteen Thousand Three Hundred Eleven and 26/100 Dollars (\$16,311.26), due and payable on the Effective Date or within Ten (10) days after the approval of this Pipeline Easement by Authority's Port Commission. At the beginning of each succeeding ten (10) year period during the Term of this easement, an annual fee will be as set by the Port Commissioners of the Authority for the ten (10) year period based upon Authority's then current schedule for the fee for pipelines of the said pipeline diameter. Authority must provide Grantee not less than thirty (30) day prior notice of the change in the fee. Grantee may prepay all annual installments due for each ten (10) year period on or before the date that begins each ten (10) year period.

C. Access. The rights of ingress and egress by Grantee hereinabove described shall be confined to the above-described easement and Grantee shall not have the right to cross Authority's adjacent land, store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, unless the prior consent of the Authority is obtained in writing, which consent will not be unreasonably withheld, conditioned or delayed. Except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee's employees, agents or contractors entering upon the easement for construction, maintenance, repairs or other operations. In the case of an emergency, necessitating entry upon the easement by Grantee, its employees, agents or contractors without first giving at least seventy-two (72) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

D. Construction, Maintenance and Use. Prior to the commencement of construction of the Pipeline Grantee will furnish Authority issued for construction drawings for the Pipeline Easement. Grantee shall construct and maintain the Pipeline in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same, including but not limited to the provisions of Authority's Project Manual applicable to the construction and maintenance of the Pipeline. Warning signs for the existence of the Pipeline that conform to Federal and State laws applicable to such warning signs will be posted at the required locations along the Pipeline Easement.

No boring pit or receiving pit may be placed in the Pipeline Easement. All backfill placed in the Pipeline Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury the Pipeline to a safe depth (not less than five feet (5.0') deep) and be designed for Class 3, or as may

be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Pipeline Easement of any road, railroad, pipeline, or pole line. The road must meet the Texas Highway Department standards. In refilling any hole or ditch; Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

Grantee shall promptly back-fill all excavations with top soil on top and bottom soil on bottom made by or for Grantee on the Pipeline Easement, Grantee shall use the double ditching method of trench construction whereby up to 18 inches of the top soil is segregated from the rest of the excavation and is used to backfill the top layers of the trench.

Grantee will immediately, notify the appropriate State and Federal agencies that regulate pipelines of the type in the Pipeline Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in the Pipeline Easement during initial construction of the Pipeline.

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

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

Grantee's use of the Pipeline Easement herein granted and its operations in relation to it will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government.

Grantee shall furnish Authority, upon completion of the installation of each pipeline in the Pipeline Easement, an as-built drawing of the location of the Pipeline and will furnish Authority an as built drawing of any subsequent modification of the location of the Pipeline.

Grantee shall be responsible for coordination of any construction, maintenance and use in the Pipeline Easement with any other existing users, Lessee's and easement holders in or near the Pipeline Easement. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee to its condition prior to such damage. All restoration work shall be appropriately tested at

Grantee's expense. Authority shall be promptly notified in writing of the method used and results of all tests of any such restoration work.

E. **Reservations and Exceptions.** The easement herein granted shall be subject to any and all easements heretofore granted by Authority to other parties which is either of record in San Patricio County or physically evident on the property. The Authority reserves the right to grant easements upon, over, under and across its property within the Pipeline Easement, and to grant rights of use, leases and easements across and on the surface of the Pipeline Easement, provided that such grants shall not materially interfere with the rights granted herein.

F. **Indemnity/Waiver.**

(a) As used in this Section F. each of the following terms shall have the meanings set forth in this Section F. (a):

(1) **"Claims"** means all claims, damages (including actual, consequential, and punitive), losses, fines, penalties, liens, causes of action, suits, judgments, settlements and expenses [including court costs, attorney's fees (including attorney's fees in defending and/or settling a Claim and attorney's fees to collect on this Indemnity), costs of investigation, and expert witnesses) of any nature, kind or description by, through or of any person or entity, including property loss or damage in, on, about or adjacent to the Pipeline Easement and right of way herein granted, bodily or personal injury, sickness, disease, and/or death (including bodily or personal injury and/or death of employees of an Indemnified Person or a Grantee Party).

(2) **"Defend"** means to oppose on behalf of another party a Claim in litigation, arbitration, mediation or other alternative dispute resolution proceeding and to pay all costs associated with the preparation or prosecution of such Defense.

(3) **"Indemnify"** means to protect and hold harmless a party from and against a potential Claim and/or to compensate a party for a Claim actually incurred.

(4) **"Indemnified Persons"** means the Authority, its Port Commissioners, directors, managers, employees and agents.

(5) **"Grantee Parties"** means the Grantee, its agents, contractors, employees, owners, invitees, or licensees.

(6) **"Waive"** means to knowingly and voluntarily relinquish a right and/or to release another party from liability.

(b) Subject to the terms of this Section F, Grantee shall Defend and Indemnify the Indemnified Persons from and against all Claims resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the following matters (these Claims being referred to herein as the **"Indemnified Claims"**):

(1) The conduct of Grantee's business on the easement and right of way herein granted;

(2) Grantee's breach of the terms and conditions of this Agreement;

(3) any bodily injury to or death of any employee of the Grantee Parties occurring in connection with constructing, installing, maintaining or removing the Pipeline; or

(4) any act, omission, willful misconduct, strict liability, breach of warranty, express or implied, or violation of any laws, ordinances, rules, regulations, or codes, now or hereafter existing and applicable to Grantee and its operations under this Agreement, of or by any Grantee Party, including the sole, joint, concurrent, or comparative negligence of any Grantee Party in connection with or pertaining to this Agreement.

(c) Subject to the terms of subparagraph (d) below, the Indemnities, Waivers and obligation to Defend in this Section F. shall be enforced to the fullest extent permitted by applicable law for the benefit of the applicable Indemnified Persons thereof, regardless of any extraordinary shifting of risks, and even if the applicable Claim is caused by the joint, concurrent, or comparative negligence of such Indemnified Persons, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Indemnified Persons; provided, however, that an Indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that the applicable Claim against such Indemnified Persons was caused by the willful misconduct or sole negligence of such Indemnified Persons.

(d) Notwithstanding anything to the contrary contained in this Section F., to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence, causation, responsibility or fault of the Indemnified Persons and the Grantee Parties, then the Grantee's obligation to the Indemnified Persons shall only extend to the percentage of the total responsibility of the Grantee Parties in contributing to such Indemnified Claim.

(e) In claims against any Indemnified Person by or for an employee of a Grantee Party, the Grantee's indemnification obligation under this Section F. shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Grantee, a legal beneficiary, or an insurance carrier against an Indemnified Person liable to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Indemnified Person or a settlement by the Indemnified Person, Grantee expressly agrees to reimburse and hold harmless the Indemnified Person for the damages based on such judgment or settlement as provided in this Section F.

(f) Except as otherwise expressly limited in this Section F., it is the intent of the parties to this Agreement that all indemnity obligations and liabilities contracted for in this Agreement be without monetary limit and without regard to the cause or causes thereof (including pre-existing conditions on Authority's Property or as the result of an indemnification agreement with a third party), and will not be limited by damages paid under the Workers' Compensation Act. The indemnity contained in this Section F. applies, without limitation, to any violation by a Grantee Party of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42, U.S.C. Section 9601 et seq; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq; the Clean Air Act and Amendments of 1990, 41 U.S.C. Section 7401 et seq; the Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq; the Toxic Substances Control Act, 15 U.S.C. Section 2606; the Texas Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code; the Texas Clean Air Act, Chapter 382, Texas Health and Safety Code; the Oil Spill Prevention Act of 1991, Chapter 40, Texas Natural Resource Code, and Chapter 26, Texas Water Code; and the Texas Water Quality Act, Chapter 26, Texas Water Code; Authority's Tariffs, Rules and Regulations. (collectively, "Environmental Laws, Authority's Tariffs and Rules and Regulations") in effect during the Term of this Agreement and to the extent applicable to Grantee and its operations hereunder, and any and all matters arising out of any act, omission, event or circumstance existing or occurring during the Term of this Agreement, regardless of whether the act, omission, event or circumstance constituted a violation of any of the Environmental Laws, Authority's Tariffs and Rules and Regulations at the time of its existence or occurrence.

(g) If any action or proceeding is brought against an Indemnified Person by reason of any Indemnified Claim described in this Section F., the Indemnified Person will be represented by its general counsel, or another attorney selected by the Indemnified Person and approved by Grantee, which approval will not be unreasonably withheld.

(h) If Grantee should fail or refuse, after prior written notice to Grantee that an Indemnified Person intends to make a settlement of an Indemnified Claim, to participate in the settlement of such Indemnified Claim, then the Indemnified Person may settle with the claimant without prejudice to the Indemnified Person's indemnity rights set forth herein, and a settlement after such notice to Grantee will constitute a settlement of the proportionate fault, including but not limited to negligence, of both Grantee and the Indemnified Person, which settlement may later be apportioned between Indemnified Person and Grantee.

(i) Grantee agrees to support its obligations to Indemnify and Defend the Indemnified Persons by the purchase of insurance, including contractually assumed liability coverage, or through self-insurance and/or risk retention programs carried by its corporate parent.

(j) To the fullest extent provided by this Section F., Grantee hereby (a) Waives all Claims against the Indemnified Persons resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the Indemnified Claims; and (b) further,

Waives all Claims against Authority, its contractors, any damage Authority, or its contractors, or the United States Corps of Engineers, or its contractors, may do to Grantee's easement or pipeline(s) in the easement as the result of any dredging, construction or repair activities related to Authority's docks or channels; provided, however, Authority or the United States Corps of Engineers must notify Grantee in writing at least thirty (30) days in advance of any such dredging, construction or repair activities. Further, the placement of any pipeline beneath Authority's operating oil docks (regardless of the depth at which the pipeline is buried) is solely at Grantee's risk, and Grantee hereby Waives any Claim it may have against Authority for any occurrence of any kind that damages Grantee's pipeline or easement.

G. Insurance.

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense, either through self-insurance or commercially available insurance programs, policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

(a) For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least \$500,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

(b). Commercial General Liability (CGL) coverage with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000 general aggregate in the right of way and easement endorsed to cover contractual liability and sudden and accidental Pollution liability coverage.

(c) Business Auto Liability coverage for all owned and non-owned vehicles, with a policy limit of \$1,000,000 (Combined Single Limit.)

(d) Umbrella liability coverage limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated in subparagraph (a), (b) and (c) in this Section.

(e) Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than \$5,000,000.00 per occurrence.

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount which is commercially reasonable at the time.

Authority shall be furnished: Attention Insurance Manager, prior to the commencement of any work by Grantee on the Pipeline Easement, as proof of the insurance required of Grantee a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be written on forms approved by, and on file with, the Texas Insurance Commission; and, in addition the text shown on the certificates must be approved by Authority. Such approval shall not be

unreasonably withheld. Each of the Policies will be endorsed to (a) (except for Workers' Compensation and Employee's Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured to the extent of Grantee's indemnity obligations under this easement; (b) provide that it will not be canceled without thirty (30) days' prior written notice (10 days for non-payment of premiums) from Grantee to Authority, Attention: Insurance Manager, and (c) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies, but only to the extent of Grantee's operations under this easement.

Grantee shall deliver to Authority certificates of insurance prior to the expiration date of each of the Policies. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A-. VI. If Grantee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Grantee's expense, and Authority is entitled to reimbursement from Grantee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Grantee receives Authority's notice of payment until reimbursement.

Notwithstanding the foregoing, Grantee expressly reserves the right, at its sole option, to comply with the insurance obligations shown in this Section G using self-insurance programs maintained by its corporate parent. If Grantee exercises the option to self-insure, then (i) Grantee shall provide written notice of its intent to self-insure accompanied with details of its self-insurance program; (ii) Such self-insurance program must be permitted by applicable law; (iii) Grantee must maintain a net worth (as shown by its most recent financial statements audited in accordance with generally accepted accounting principles) of not less than One Hundred Million Dollars (\$100,000,000.00); and; and; (iv) Grantee's corporate parent must maintain an "Investment Grade" financial rating by Moody's or Standard and Poor's or an equivalent rating service; and as to any of the insurance requirements in this Section G which Grantee elects to self-insure, Grantee will self-insure Authority in the same manner as an additional insured using self-insurance programs maintained by Grantee's corporate parent.

H. Waiver of Subrogation

Grantee agrees that all insurance policies required herein shall include Waivers of Subrogation in favor of Authority. Grantee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Grantee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

I. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed; provided,

however, Authority consents to assignment of this Agreement to any corporation or other entity which is an affiliate of, and controlled by, Grantee. An affiliate, as used herein, is a person or entity which is controlled by or the controlling interest of which is owned by the same persons or entities controlling Grantee. This Pipeline Easement shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof.

J. Termination. This Agreement and all rights to use and occupy the Pipeline Easement shall terminate if the pipeline(s) shall cease to be used for the transmission of natural gas, collectively, out of any forty-eight (48) month period during the Term of this Pipeline Easement or if Grantee shall at any time expressly abandon this Pipeline Easement for the use of the same for the purposes herein granted. This Pipeline Easement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination or expiration of this Pipeline Easement remove the Pipelines and all other equipment, facilities or appurtenances existing in the Pipeline Easement and restore the land in the Pipeline Easement to substantially the same condition in which same existed prior to the existence of the Pipeline, equipment, facilities and appurtenances. In the event Grantee fails to remove the said Pipeline, equipment, facilities and appurtenances within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline, equipment, facilities and appurtenances and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline, equipment, facilities and appurtenances, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section L ("Compliance with Authority Security Requirements"), this easement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

K. Relocation. The Authority may require Grantee to remove, lower or relocate the Pipeline, equipment, facilities and appurtenances situated in the aforesaid Pipeline Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority Franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority Lessee or Authority Franchisee; The Authority may also require Grantee to remove, lower or relocate the Pipeline, equipment, facilities and appurtenances situated in the aforesaid Pipeline Easement in the event the same materially interferes with or will materially interfere with any railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this paragraph, the cost of such removal, lowering or relocation shall be paid solely by Grantee; and in such event, Authority will use its best efforts to provide Grantee with an alternate Pipeline Easement on Authority's land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement.

L. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Pipeline Easement and right of way location and access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Paragraph J above. Authority's Security Measures applicable to the Pipeline Easement and right of way can be ascertained by contacting the Authority's Police Department.

M. Notice. All notices, demands, or requests from Grantee to Authority shall be given to Authority, Attention: Executive Director, P. O. Box 1541, Corpus Christi, Texas 78403, or at such other address as Authority shall request in writing. All notices, demands, or requests from Authority to Grantee shall be given to Grantee at 1001 Louisiana St., Suite 1000, Houston, Texas 77002, or at such other address as Grantee shall request in writing.

The execution of this Agreement shall be conclusive of the agreement of Grantee to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority, respectively.

[signatures are on the next page]

WITNESS this ____ day of _____, 2014__. IN WITNESS WHEREOF, Authority and Grantee have caused this Agreement to be executed by their duly authorized officers as of the dates provided in the acknowledgments below, to be effective for all purposes as of the Effective Date.

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

By: _____

John P. LaRue
Executive Director

“Authority”

KINDER MORGAN TEJAS PIPELINE LLC

By: _____

Name: _____

Title: _____

"Grantee"

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2014, by JOHN P. LaRUE, Executive Director of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, _____, of Kinder Morgan Tejas Pipeline LLC, a Delaware limited liability company, on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A**Surveying & Hydro Excavation Services**

802 N. Navigation Blvd., Suite 102
Corpus Christi, Texas 78408

FIELD NOTES to describe Kinder Morgan Surface Sites "No.1 and No. 2" and the center line of a 10" Natural Gas Pipeline respectively, all out of a called 930.28-acre tract known as Tract II in "Exhibit A", said 930.28-acre tract being a portion of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66-acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of portions of the T.T. Williamson Surveys, Abstract 286, Abstract 287, Abstract 288, and Abstract 289, and the J. Gerraghty Survey, Abstract 139, all being in San Patricio County, Texas, said Surface Sites No. 1 & 2 and center line of 10" Natural Gas pipeline, being more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract for a corner of Tract III in "Exhibit A" of said 1089.34-acre tract and for an interior corner of said 1089.34-acre tract, said 1" iron pipe having Texas State Plane Coordinates Zone 4205-NAD 83 of X= 1377726.63 and Y= 17220150.79, thence South 12°00'38" East a distance of 1496.84 feet to a point for the north east corner of "Surface Site No. 1" and for the **POINT OF BEGINNING**;

Kinder Morgan - Surface Site No.1

THENCE South 17°44'36" East, along the east boundary line of a 460.42 acre tract called "Plant Site" out of said 1089.34-acre tract, a distance of 100.00 feet to a point, for the southeast corner of the tract herein described;

THENCE South 72°15'24" West, a distance of 20.00 feet, to a point for the southwest corner of the herein described tract;

THENCE North 17°44'36" West, a distance of 100.00 feet to a to a point for the northwest corner of the herein described tract;

THENCE North 72°15'24" East, a distance of 20.00 feet to a point for the northeast corner of the tract herein described and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 0.046 acres (2,000 square feet) of land, more or less.

Centerline of a Kinder Morgan 10" Natural Gas Pipeline Easement

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract having Texas State Plane Coordinates Zone 4205-NAD 83 of X= 1377726.63 and Y= 17220150.79, thence South 12°13'37" East a distance of 1581.47 feet to a point for the north "Tie In Point" of 10" Natural Gas Pipeline and for the **POINT OF BEGINNING;**

THENCE South 17°44'36" East, parallel and 2.50 feet west of the east boundary line of a 460.42 acre tract called "Plant Site" out of said 1089.34-acre tract, a distance of 3787.42 feet to a point, for a deflection point in the center line of the pipeline easement herein described;

THENCE South 07°53'31" East, a distance of 22.74 feet to a point, for a deflection point in the center line of the pipeline easement herein described;

THENCE South 82°06'29" West, a distance of 154.39 feet to a point, for a deflection point in the center line of the pipeline easement herein described;

THENCE South 09°50'48" East, a distance of 173.05 feet to a point, for a deflection point in the center line of the pipeline easement herein described;

THENCE South 80°00'00" West, a distance of 90.77 feet to a point having Texas State Plane Coordinates Zone 4205-NAD 83 of X= 1379006.19 and Y= 17214767.94 and the end of the center line description of the easement herein described.

Kinder Morgan - Surface Site No.2

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract having Texas State Plane Coordinates Zone 4205-NAD 83 of X= 1377726.63 and Y= 17220150.79, thence South 13°24'50" East a distance of 5515.74 feet to a point for the north east corner of "Surface Site No.2" the **POINT OF BEGINNING;**

THENCE South 10°00'00" East, a distance of 75.00 feet, to a point for the southeast corner of the herein described tract;

THENCE South 80°00'00" West, a distance of 125.00 feet, to a point for the southwest corner of the herein described tract;

THENCE North 10°00'00" West, a distance of 75.00 feet, to a point for the northwest corner of the herein described tract;

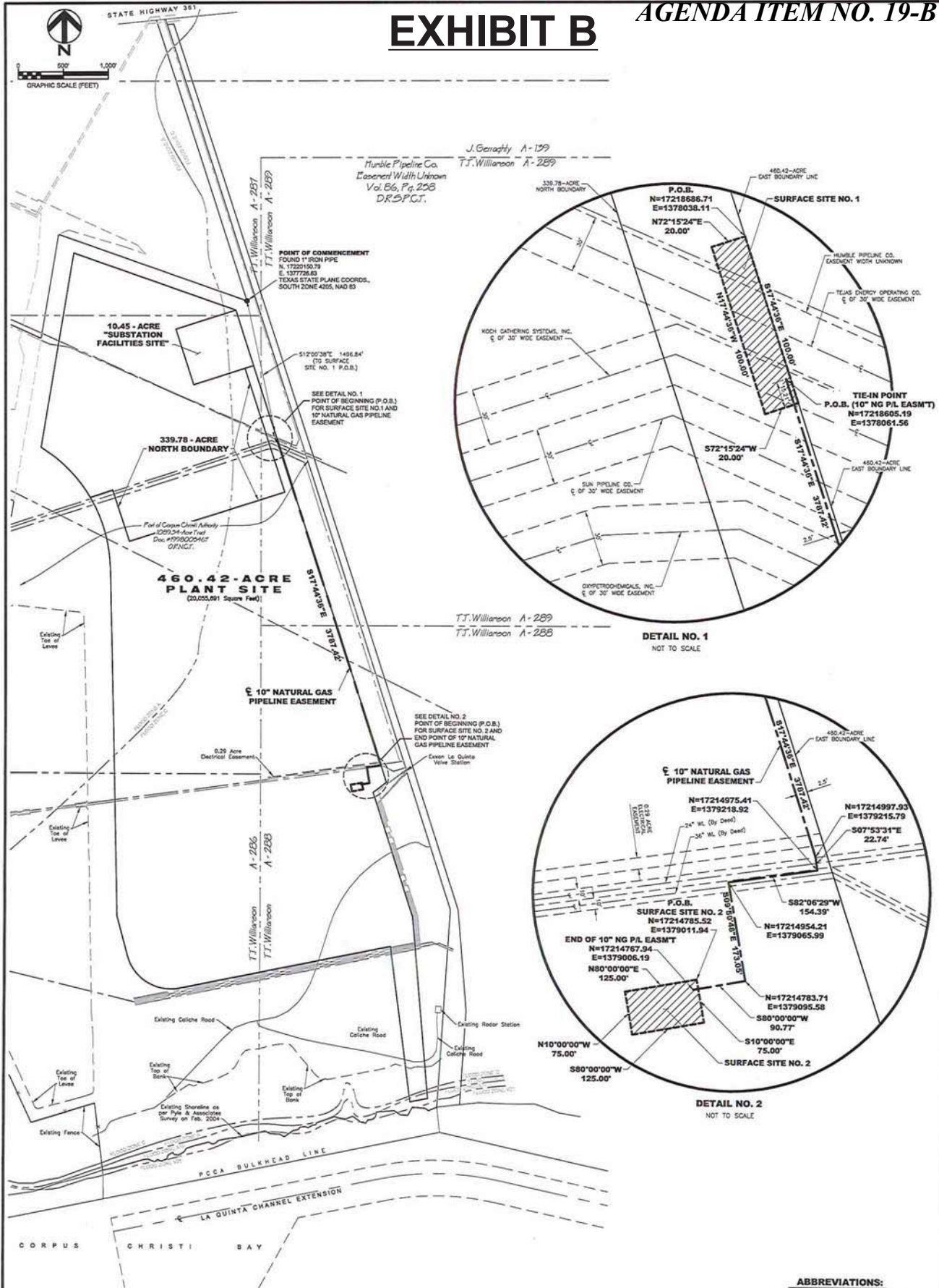
THENCE North 80°00'00" East, a distance of 125.00 feet to a point for the northeast corner of the tract herein described and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 0.22 acres (9,375.00 square feet) of land, more or less.

9-26-14
Date



Michael D. Stridde
Michael D. Stridde R.P.L.S. #3589

EXHIBIT B



ABBREVIATIONS:

P.O.B. POINT OF BEGINNING
NG NATURAL GAS
P/L PIPELINE
EASMT EASEMENT

THIS EXHIBIT IS TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF EVEN DATE.

9-26-14

MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3589



HydroEx

TBPLS REG. NO. 10193804
502 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
P: (361)452-1375 F: (361)452-1376
HX Job No: H13-0138
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KINDER MORGAN INC

EXHIBIT OF
CENTERLINE 10" NATURAL GAS
PIPELINE EASEMENT AND SURFACE SITES 1 AND 2
SAN PATRICIO COUNTY, TEXAS

SCALE: AS NOTED
OWN. BY: DO

KINDER MORGAN

DATE:
SEPTEMBER 2014

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-C

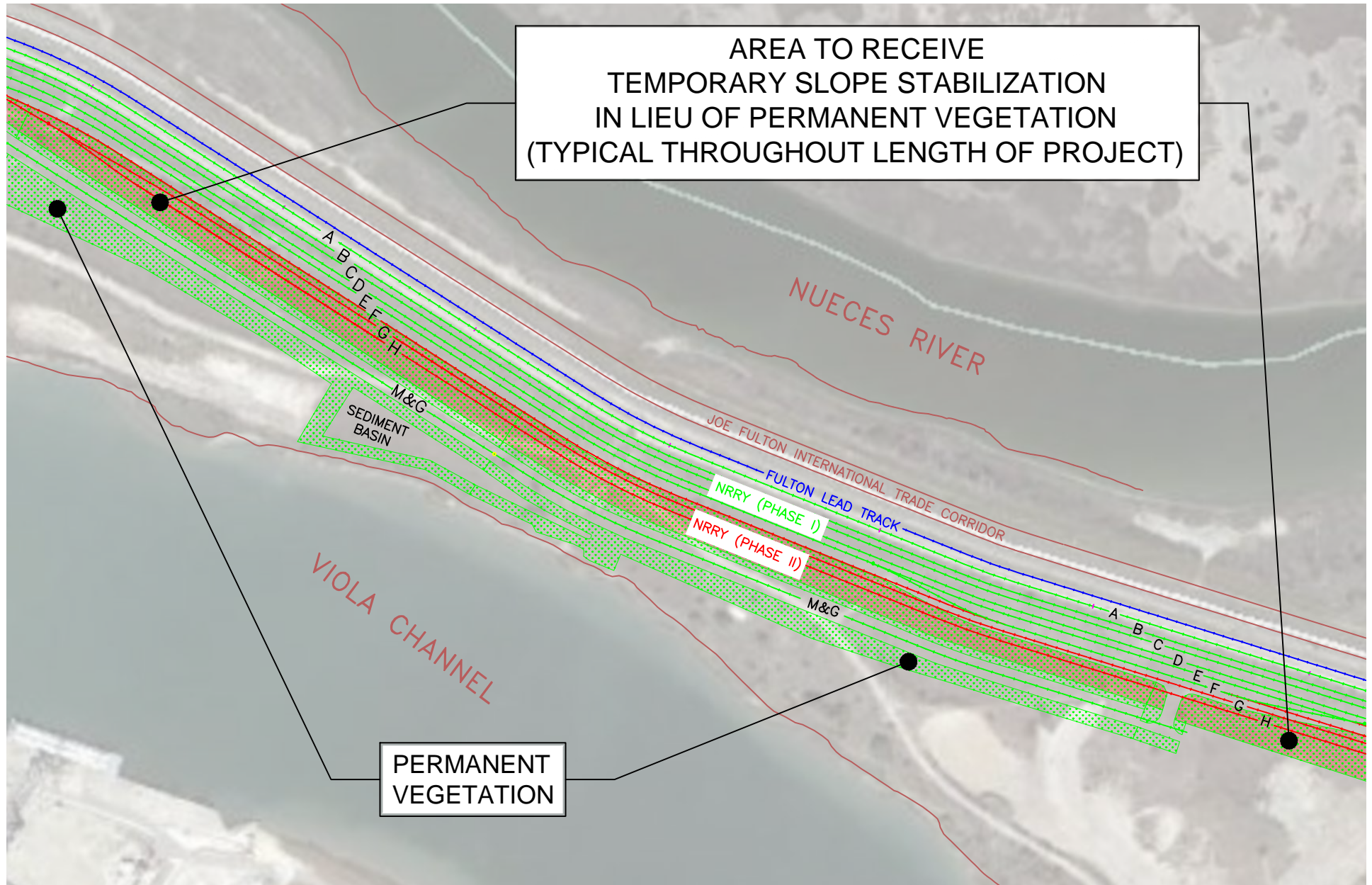
**Approve Change Order to PCCA's Construction Contract with
Haas Anderson Construction, Ltd., for the Nueces River Rail Yard (NRRY)
Phase I Project to Provide Temporary Slope Stabilization in Lieu of
Permanent Vegetation in Areas to be Developed for NRRY Phase II**

Haas Anderson Construction, Ltd., is making good progress on Phase I of the Nueces River Rail Yard (NRRY) project and is now entering the final stages of construction. At the same time, funding is in place for Phase II of the NRRY Project. Phase II will expand on the Phase I work and add additional railroad track to the southeast of the yard area currently under construction. The Texas Department of Transportation (TxDOT) is completing an environmental review, and Phase II of the NRRY Project is scheduled to bid near the end of 2014 or in early 2015. Portions of the Phase II construction area will overlap the Phase I construction area, and AG|CM Inc., the firm hired by the PCCA to provide inspection and construction administration services on the NRRY Phase I project, has identified and recommended a cost savings that can be realized on the Phase I construction. Staff has reviewed and agrees with AG|CM's recommendation.


At the time the Phase I NRRY contract was prepared and executed, the schedule for the Phase II Project was not established. The Phase I contract requires four inches of top soil cover on disturbed areas followed by an application of hydro mulch (a mixture of grass seed, fertilizer, and organic material) to provide permanent soil stabilization. However, approximately 40,000 square yards of the stabilized area will be disturbed by Phase II construction activities (see attached exhibit). With Phase II construction planned to start in 2015, a lower cost biodegradable soil retention mat can be used in the overlapping area to provide temporary soil stabilization, and the more expensive and permanent topsoil and hydro mulch surface treatment would be installed in the areas not covered by new rail at the end of the Phase II construction activities. The change to temporary soil stabilization over approximately 40,000 square yards will provide a cost savings of \$82,049.05.

Staff recommends approval of a change order to the current NRRY Phase I construction contract with Haas Anderson Construction, Ltd., in a total deductive amount of \$82,049.05 to replace permanent soil stabilization with temporary measures sufficient to provide protection until Phase II NRRY construction work begins. This will bring the total contract amount to \$14,976,590.50.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



h:\ben vasquez\drawings & exhibits\nrry\nrry grass commission exhibit2.dwg

 PORT CORPUS CHRISTI	PORT OF CORPUS CHRISTI AUTHORITY		
	NUECES RIVER RAIL YARD		
SCALE:	N.T.S.	DATE:	2014/10/08
DWN. BY:	BEN V	TIME:	10:56:48
		EXHIBIT "A"	



CHANGE ORDER

Change Order No. 10
Date: October 14, 2014
Page: 1 of 1

PROJECT: Nueces River Rail Yard
PROJECT NUMBER: 09-037A
CONTRACTOR: Haas-Anderson Construction, Ltd. (HAC)

This contract is modified to include the changes listed below, and the contract price and/or contract time will be changed to reflect these modifications:

Delete topsoil and hydromulch on Nueces River Rail Yard – Phase II affected areas, build a 3:1 front slope ditch between Sta. 61+00 and 103+00, remove safety fence along the project limits from Sta. 53+00 to Sta. 106+00 and install erosion control blanket as listed in proposal dated October 5, 2014.

Decrease in Contract Price: \$ <82,049.05>
Increase in Contract Time: 0 days

Original Contract Amount: \$ 12,658,040.00
Total Amount of Previous Change Orders: \$ 2,400,599.55
Amount of this Change Order: \$ <82,049.05>
Revised Contract Amount: \$ 14,976,590.50

Notice to Proceed Date: July 8, 2013
Original Contract Time: 540 days
Previous Changes in Contract Time: 102 days
Calendar Days for this Change Order: 0 days
Revised Contract Time: 642 days
Required Completion Date: April 11, 2015

The change in contract price incorporates all costs for this Change Order including but not limited to the following—direct and indirect costs, overhead, profit, insurance, bonds, labor, materials, equipment, supervision, and delays. This Change Order is accepted and executed by the Port of Corpus Christi Authority and Haas-Anderson Construction, Ltd. as signed by their duly authorized representatives below.

Port of Corpus Christi Authority

Haas-Anderson Construction, Ltd.

By: _____
David L. Michaelsen, P.E.
Chief Engineer

By: _____
James K. Parish
Project Manager

By: _____
David L. Krams, P.E.
Director of Engineering Services

Date: _____

Date: October 14, 2014





October 5, 2014

David Michealsen, P.E.
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, TX 78403

Re: Erosion Control Blanket and Scope of Work Deletions

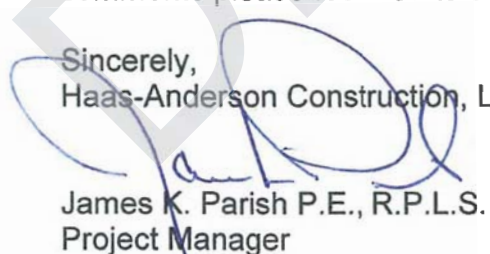
Mr. Michealsen,

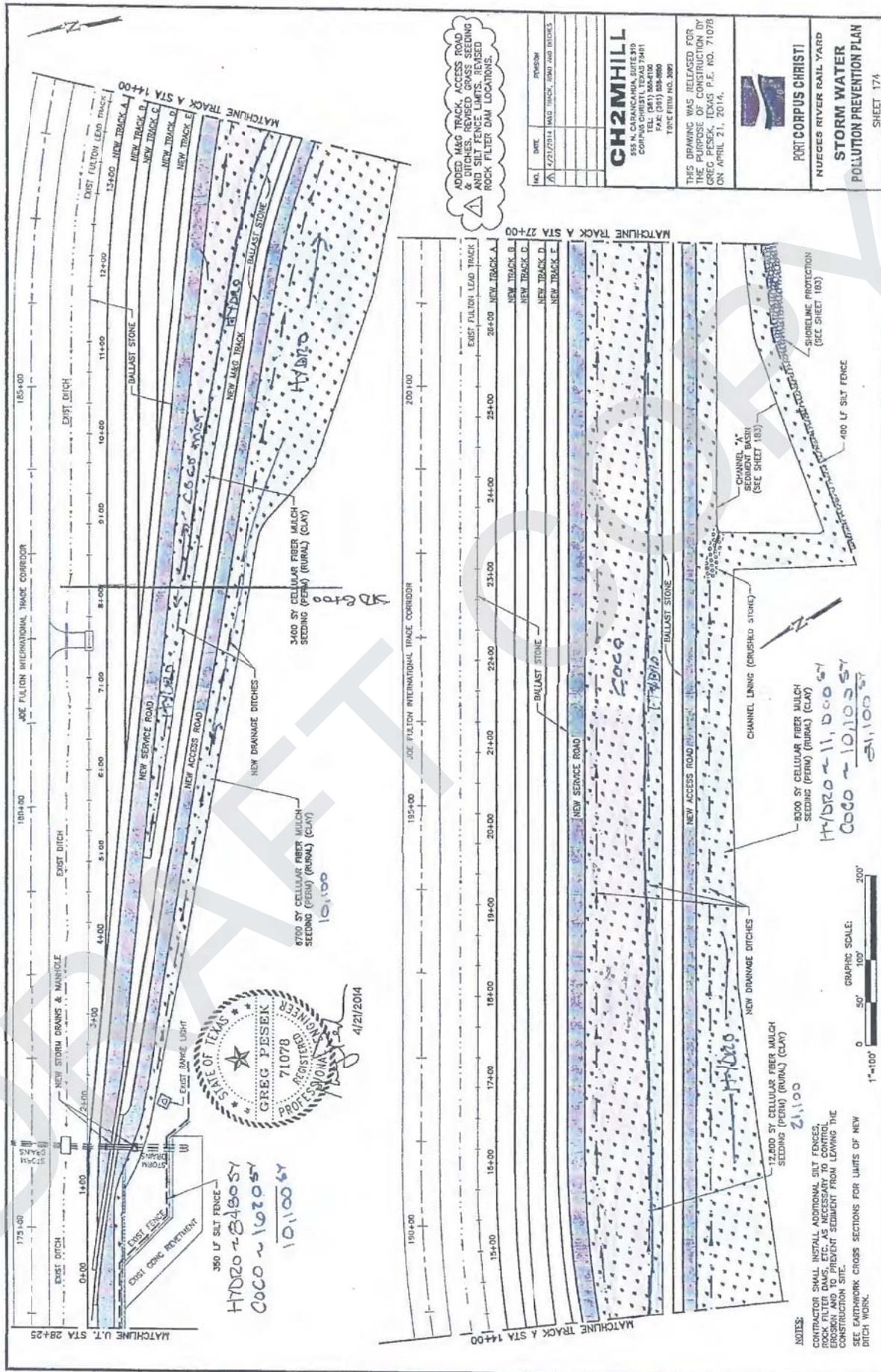
Below is our price for providing labor, equipment and materials to build a 3:1 front slope ditch between Sta 61+00 and 103+00, remove safety fence along the project limits from sta 53+00 to sta 106+00 and install erosion control blanket. The itemized breakdown is attached.

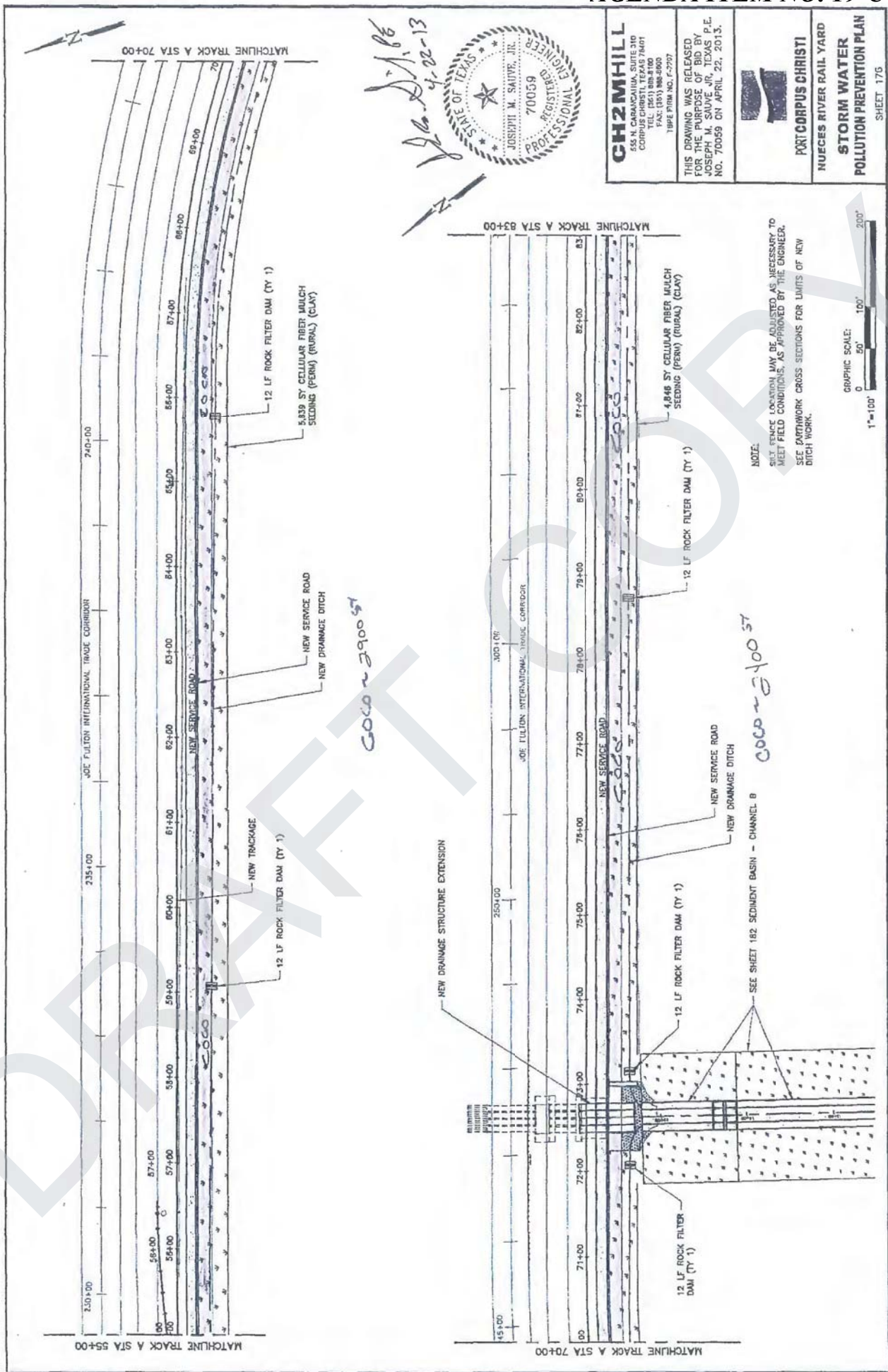
PRICE FOR DRAINAGE DITCH 3:1 (1LS)	\$ 18,141.30
PRICE FOR EROSION CONTROL BLANK (41,720SY)	\$ 90,115.20
REMOVE ORANGE SAFETY FENCE (5,200LF)	\$ 4,914.45
ADD BID #1-4 EXCAVATION (7500CYX2.10)	(\$ 15,750.00)
ADD BID #1-18 APRONS FOR PIPES (250SYX30.00)	(\$ 7,500.00)
ADD BID #1-19 STONE AND GEOTEXTILE (250SYX 30.00)	(\$ 7,500.00)
ADD BID #1&BB 4" TOPSOIL (69,540SYX1.95).....	(\$ 135,603.00)
ADD BID #1&BB 4" TOPSOIL (REMAINING 29,980SY)	\$ 58,461.00
ADD BID #1&BB CELLULAR SEEDING (69,540SYX1.25)	(\$ 86,925.00)
ADD BID #1&BB CELLULAR SEEDING (REMAINING 29,980SY)	\$ 37,475.00
ADD BID #1-24 ROCK FILTER DAMS (126LFX79.00)	(\$ 9,954.00)
ADD BID #1-25 SILT FENCE (2,352LFX4.50)	(\$ 10,584.00)
CO #3 ADD'L STONE RIPRAP (578SYX30.00).....	(\$ 17,340.00)
	(\$ 82,049.05)

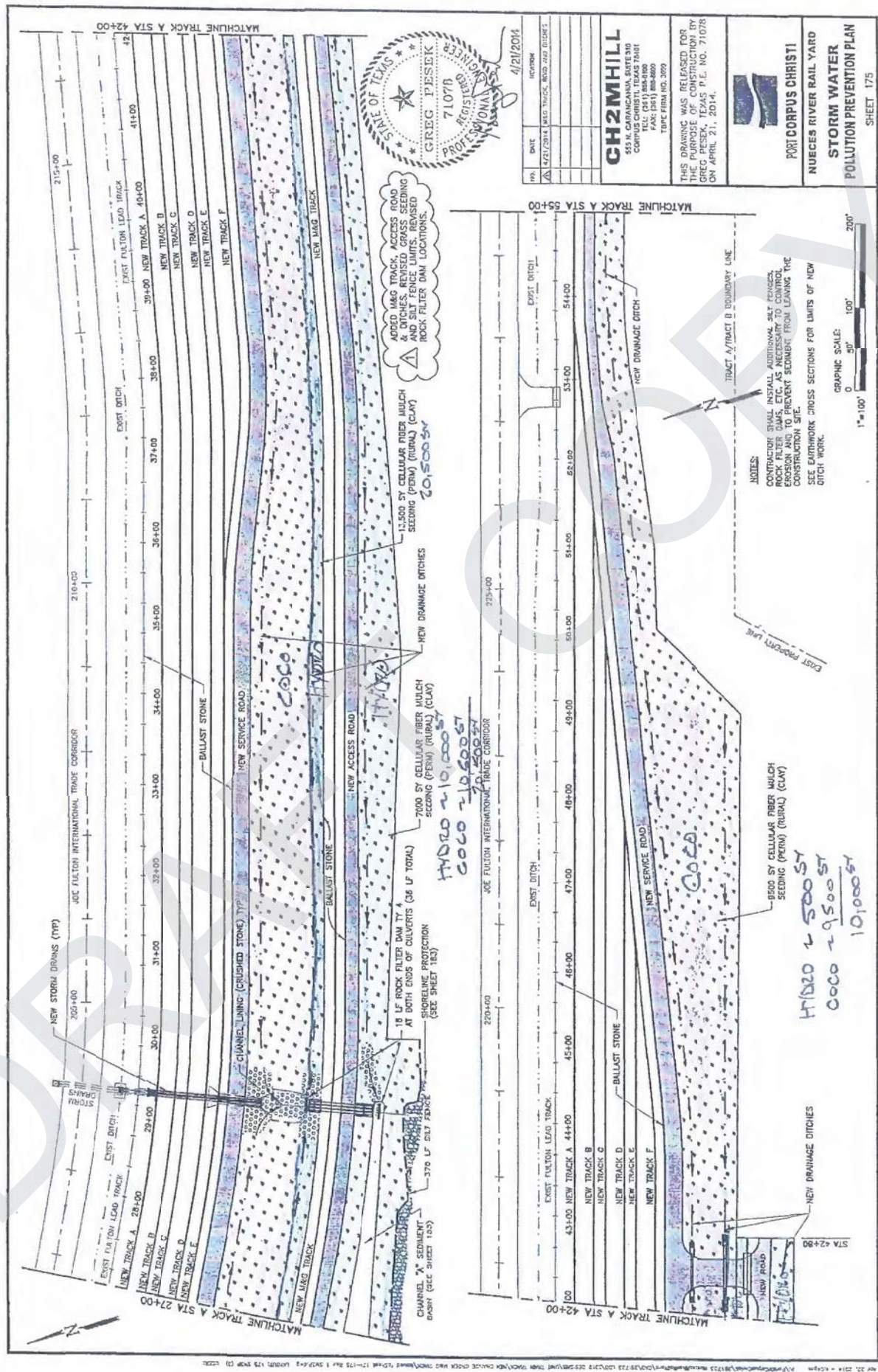
Thank you for your time and consideration on this matter. Should you have any questions or comments please feel free to call.

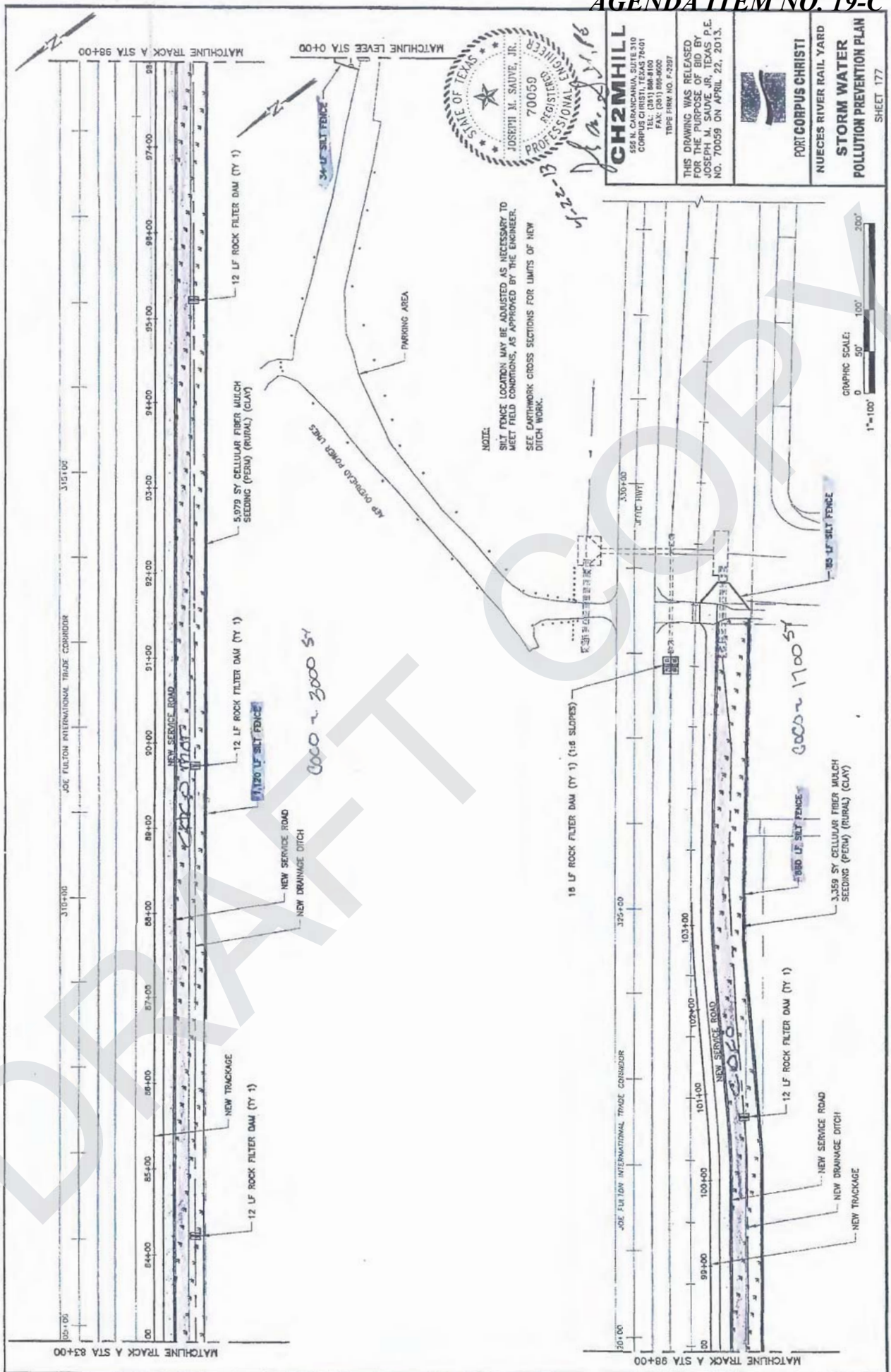
Sincerely,
Haas-Anderson Construction, LTD.


James K. Parish P.E., R.P.L.S.
Project Manager
cc: file









DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-D

Approve a Service Order with RVE Inc., under Its Professional Services Master Agreement, for Engineering Services Associated with Final Design and Project Management of the Security Grant 13, La Quinta/Gulf Intracoastal Waterway Surveillance Project

In 2013, the U.S. Department of Homeland Security (DHS) approved funds in the amount of \$2,261,732 for security improvements at the Port of Corpus Christi. This award was through the DHS Federal Emergency Management Agency Port Security Grant Program. The grant award requires a 25% PCCA match, which amounts to \$565,433. PCCA staff has finalized a scope of work for Security Grant 13, Project 2, “La Quinta/Gulf Intracoastal Waterway Surveillance,” which consists of installing two surveillance cameras—one camera to view the La Quinta Channel and the Corpus Christi Ship Channel and one camera to view the Gulf Intracoastal Waterway and the Corpus Christi Ship Channel. Please see the attached exhibit.

Since 2002, the PCCA has employed RVE Inc. as the Port’s security engineer. For projects such as these that involve the use, access, and development of security systems and sensitive information, once a primary engineering firm is selected, that firm is allowed to continue to provide similar services throughout the grant program. This practice limits the number of vendors who have access to the highly sensitive security systems that have been developed over the years. The PCCA has continued to use RVE for these reasons as well as RVE’s successful past performance.

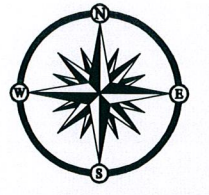
Staff has selected RVE Inc. to perform the professional engineering services for this project. Listed below are the amounts awarded in the grant for engineering services:

Project 2

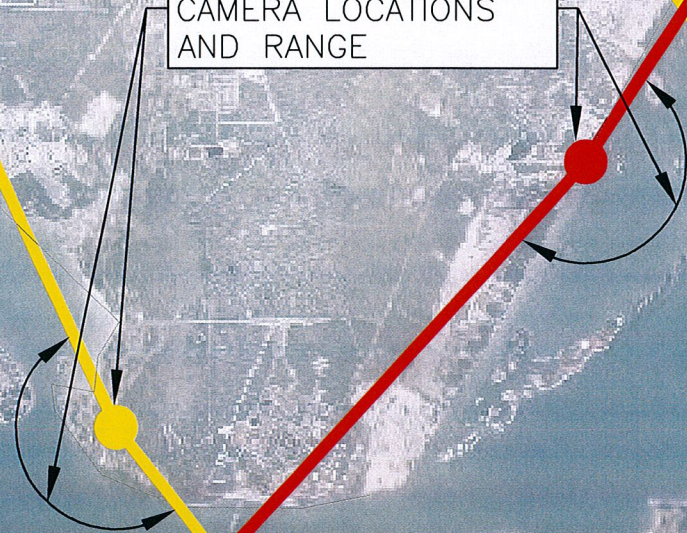
Basic Design Engineering	\$ 153,756
Project Management	\$ 57,659
Construction Inspection	\$ 57,659
Other Consultants/Costs	\$ 19,218
Total Estimated Cost	\$ 288,292

Staff recommends approval of a Service Order with RVE Inc., under its Professional Services Master Agreement, for professional engineering services associated with Project 2 of Security Grant 13 at a cost not to exceed \$288,292.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



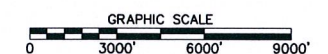
PROPOSED ADDITIONAL
CAMERA LOCATIONS
AND RANGE



PORT **CORPUSCHRISTI**

LA QUINTA/GULF INTRACOASTAL
WATERWAY SURVEILLANCE

4 NAUTICAL MILE RADIUS MAP



DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-E

**Approve Purchase of Video Analytic and Recording Equipment
from Voice Products Inc. for the Security Grant 13
Security Equipment Repair/Replacement Project**

The Port of Corpus Christi has a security system that, in part, uses video surveillance and analytics to monitor and respond to activities throughout the port. We also record all video from surveillance cameras for investigative purposes. In February 2013, the Port Commission approved the first phase of an equipment upgrade and approved the second phase in April of 2014. Staff feels that the migration has gone well and that it is time for the third and final phase. Each phase improves our capabilities to record our current analog cameras as well as gives us the flexibility to record newer technology IP-based cameras. An upgraded system also allows us to migrate to a more robust video analytics system for sophisticated monitoring and tracking of suspicious activities. Staff engaged in this phased approach to allow us to make the best use of current equipment while migrating to the newer technologies.

The Port can purchase this equipment through Voice Products Inc. under the Texas Department of Information Resources (DIR) contract DIR-SDD-1736. This program allows public agencies to acquire products from commercial sources that have already been competitively bid and awarded.

As phase three of this migration, staff recommends approval of the purchase of a NiceVision NET 2.5 Enterprise system as detailed on the attached quotation from Voice Products Inc. The quotation includes all equipment and labor necessary to install the system and includes one-year software and hardware warranties. The total quoted price from Voice Products Inc. is \$103,266.00.

This purchase will be funded by Grant 13, "Security Equipment Repair/Replacement." This grant requires a 25% match from the Port. Therefore the grant will fund \$77,449.50 and the Port's share will be \$25,816.50.

LEAD CONTACT: Tom Mylett; 361-885-6180; tom@pocca.com



Proposal Prepared for:
Port of Corpus Christi
 222 Power Street, Corpus Christi, TX 78401
 Contact: Bruce Forbes Bill Collins
 Phone: 361-438-2088
 Email: bill@pocca.com bruce@pocca.com
 September 22, 2014



100 Channel NICE Vision NET 2.5 Enterprise Edition Video Surveillance System Upgrade

System Solution Summary:

POCCA - Data Center - SVR 4

One recorder with internal storage of 21TB each, including 100 Video channels

NICE Vision NET 2.5 Enterprise - System Upgrade			DIR SDD-1736	
NICE Part #	Qty.	Description	DIR Unit Price	DIR Total
NV-ENT-1CH	100	Single license for NiceVision Enterprise package video/audio channel	\$302.00	\$30,200.00
NV-ENT-SVR9620H-RIN5-21TB	1	NiceVision Enterprise Smart Video Recorder 9620, 2U, hybrid ready, with internal RAID5 21TB net storage.	\$16,147.00	\$16,147.00
NV-ENT-USER-1CC	5	Single user / web client concurrent connection license for Enterprise package	\$450.00	\$2,250.00
NV-NVE-1008	13	NICE Encoder NV-NVE-1016 (Includes NV-ED-RMKIT)	\$3,500.00	\$45,500.00
DIR SDD 1736 NICE Vision Net 2.5 Upgrade System Sub-Total				\$94,097.00
Services (Installation, Training, Professional Services, Software Upgrades)				
NICE Part #	Qty.	Description	DIR Unit Price	DIR Total
NV-SUTM-SVF	1	Site visit weekday during business hours - first day (flight)	\$3,500.00	\$3,500.00
NV-SUTM-SVD	1	Site visit weekday during business hours - Additional day	\$2,900.00	\$2,900.00
NV-NMP-STD-IND-SW-1Y	1	NiceVision Product SLA Standard Software Package	\$3,969.00	\$3,969.00
PS-PM-PM1-PS	1	Remote Project Management Includes: Pre-Installation, Mid-way and Post Project Management Teleconference	\$1,000.00	\$1,000.00
HW-WAR-1	1	One (1) Year Hardware Warranty	Included	Included
SW-WAR-1	1	One (1) Year Software Warranty	Included	Included
Services Sub-Total				\$11,369.00
NICE Vision Net 2.5 Upgrade System Sub-Total				\$105,466.00
Upgrade / Trade In Allowance				\$2,200.00
DIR SDD 1736 NICE Vision Net 2.5 Upgrade System Total				\$103,266.00

Enterprise Site

The following solution includes 1 location described as follows.

The capture requirements include:

POCCA - Main - #1

1 x 100 video channels, 0 audio channels, 0 video analytics licenses with NICE edge device model NVE1016.

H264 compression, 4CIF resolution at RT frames per second. Video quality is Normal at 256 Kbps.

Retention is 14 days, which requires Extended storage capacity of 9990 GB base 10.

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-F

**Approve Purchase Order with Richmond Engineering for
Additional Design Services for the Replacement of the
PLC and DC Drives on the Gantry Crane**

On June 12, 2012, the Port Commission approved an \$85,000 professional services purchase order with Richmond Engineering Services for design renovations for the replacement of the Bulk Dock 1 gantry crane's programmable logic controller, direct current drives for the hold, close, and trolley motors, new travel motor drives, and a new brake system. This project was needed to maintain the reliability of the gantry crane, given the anticipated and resulting increased volume of business associated with unloading barite shipments to support the drilling industry used in the Eagle Ford shale production. A construction contract was awarded to KST Electric (now Rosendin Electric) in April 2013 for \$859,995.04 to perform the work, and in February 2014, the Port Commission approved an increase to the contract in order to replace the transformers supporting the new hold and close motors.

Since construction was initiated, staff has requested additional services from Richmond that are beyond Richmond's original scope of work including design of the new transformers, performing construction inspections, designing changes and additions to safety features and controls requested by Bulk Terminal crane operators, and providing support to complete the commissioning of the new equipment. The additional time and design work that Richmond has provided to date has been invaluable to the success of this project. The construction work is now nearing completion with a recent, fairly intensive, 18-day period of work to remove the old equipment and install the new equipment on the gantry crane. See attached photographs.

Over the course of this project, Richmond has provided excellent service and has been responsive to PCCA staff. For the additional engineering services to date and for what is anticipated to complete the project, staff recommends approval of an additional purchase order with Richmond Engineering Services in the amount of \$30,000.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

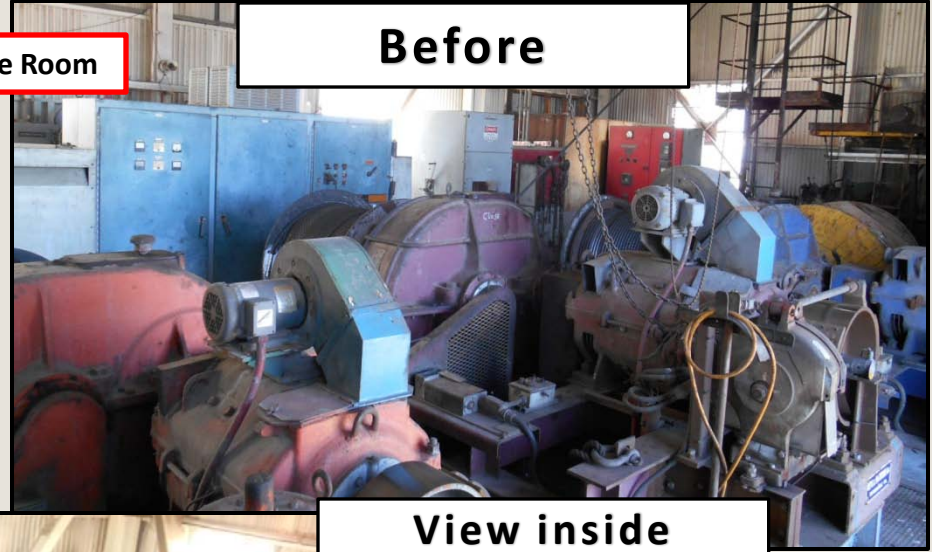
Replacement of PLC and DC Drives on the Gantry Crane at Bulk Terminal

Gantry Crane (Full View)



Machine Room

Before



View inside
machine room



After

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-G

Approve a Professional Services Master Agreement and Service Order with 360Factors Inc., dba Rosengarten, Smith & Associates, Inc., for Sediment Testing Associated with the Development of the PCCA's La Quinta Multipurpose Ship & Barge Dock

Final design for the La Quinta Gateway Terminal project is currently under way by CH2M Hill Inc. The project includes a multi-purpose cargo dock and cargo yard to be constructed at the PCCA's La Quinta property. Concurrent with the design effort, PCCA engineering staff is evaluating permitting requirements. Under the recently implemented U.S. Army Corps of Engineers (USACE) real estate permitting policy, extensive sampling and testing of dredged material proposed for placement into a federal Dredge Material Placement Area (DMPA) is now required. The Sampling and Analysis Plan (SAP) approved by USACE for the La Quinta project requires that seven boreholes be advanced from a barge-mounted drill rig to collect water and sediment samples for analytical testing (see attached exhibit). Boreholes will be advanced to a depth of 56 feet.

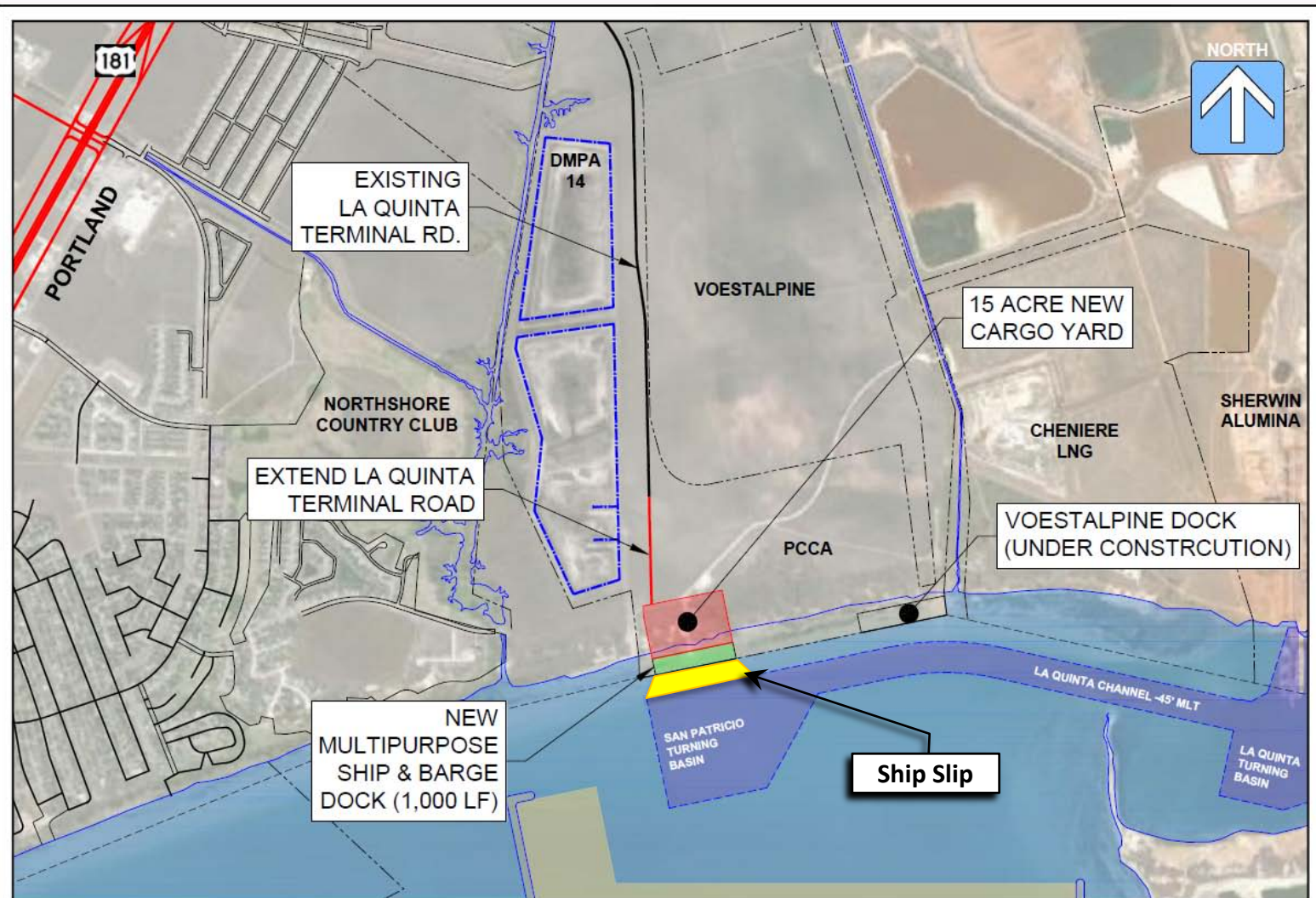
PCCA staff negotiated a Professional Services Master Agreement with Rosengarten, Smith & Associates Inc. (RSA) to provide a broad range of environmentally related professional services. The required water and sediment sampling and analysis fall within the defined range of services in the proposed Master Agreement, so staff has also negotiated an initial Service Order with RSA in a not-to-exceed amount of \$169,558 for sample collection and analysis. To reduce project costs, RSA agreed to retain Professional Services Industries Inc. (PSI) as a subcontractor to provide barge-mounted drilling equipment and drilling services to support collection of sediment samples. PSI is under contract to CH2M Hill to provide drilling support for a site geotechnical investigation during the same time frame, and using PSI for the sediment sampling will reduce costs for mobilization and demobilization fees.

RSA is an environmental services company with offices in Corpus Christi, Austin, and Houston, Texas. RSA has provided quality environmental services to the PCCA in the past and, under a previous purchase order, prepared the SAP that was submitted to and approved by the USACE for the La Quinta project.

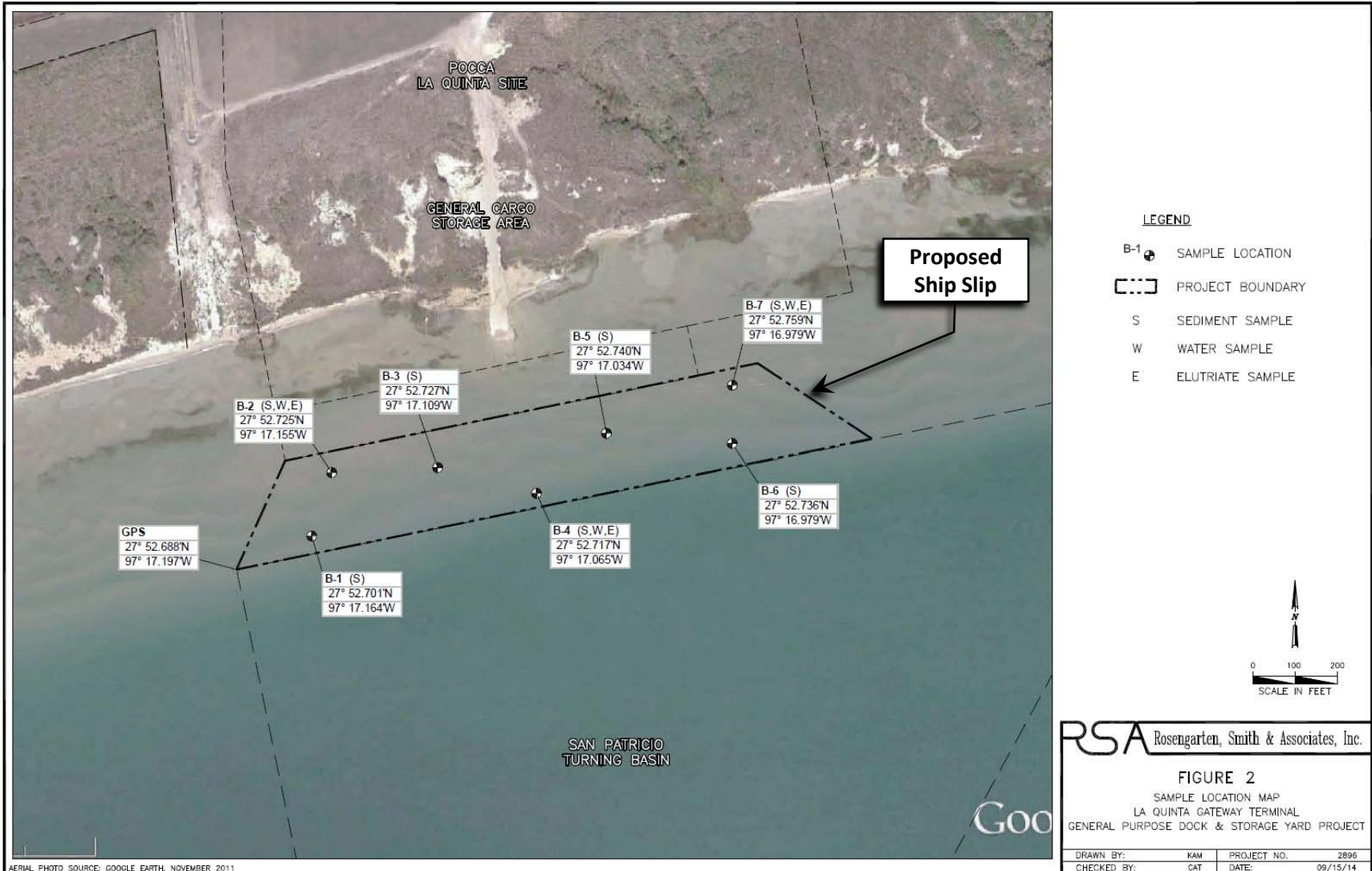
Staff recommends approval of the attached Professional Services Master Agreement with RSA and approval of an initial Service Order in an amount not to exceed \$169,558 to provide the sampling and analytical services. Staff further recommends that the Director of Engineering Services be granted a \$16,800 (10%) contingency, should it be required for weather delays impacting barge-mounted drilling, additional requested drilling, testing, etc.

LEAD CONTACT: David Krams; 885-6134: krams@pocca.com

La Quinta Gateway Terminal Project Property Map



La Quinta Gateway Terminal Project Dredge Material Sediment Analysis



**MASTER AGREEMENT
BETWEEN
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS,
AND ENVIRONMENTAL CONSULTANT
FOR
PROFESSIONAL SERVICES
SERVICE ORDER BASIS**



ROSENGARTEN, SMITH & ASSOCIATES, INC.

MASTER AGREEMENT NO. (04-14)

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**MASTER AGREEMENT
BETWEEN
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS, AND ENVIRONMENTAL
CONSULTANT FOR PROFESSIONAL SERVICES
SERVICE ORDER BASIS**

THIS IS AN AGREEMENT made effective as of the 14th day of October, 2014 ("Effective Date") between Port of Corpus Christi Authority of Nueces County, Texas, ("PCCA") and 360Factors, Inc. dba Rosengarten, Smith & Associates, Inc. ("ENVIRONMENTAL CONSULTANT"), and ending at 5:00 p.m. on the 13th day of October, 2015. ENVIRONMENTAL CONSULTANT intends to provide Professional Services to PCCA pursuant to Service Orders that may be issued by PCCA to ENVIRONMENTAL CONSULTANT from time to time as a part of this Agreement. In addition, PCCA has the option to renew the term of this Agreement for two (2) additional option periods of one (1) year each, beginning on the first day after the expiration of the primary term and each option term thereof. The right to renew will be exercised by PCCA giving to ENVIRONMENTAL CONSULTANT notice in writing of such exercise at least thirty (30) days prior to the expiration of the primary term or any option term of this Agreement. Notice of an intention to exercise an option under this Agreement must, to be effective, be hand delivered by reputable courier or sent by certified mail or facsimile transmission to ENVIRONMENTAL CONSULTANT at the address provided in the section in this Agreement entitled, "Notices," and must be postmarked no later than the latest date provided in this paragraph for PCCA's exercising the option. If either party wishes to change its address for notices, that party will submit the address change in writing to the other party in the same manner set forth in this paragraph. Each Service Order issued by PCCA to ENVIRONMENTAL CONSULTANT will be for a separate Project ("Project"). This Agreement is referred to in any Service Order issued pursuant hereto as "Master Agreement No. 04-14." PCCA and ENVIRONMENTAL CONSULTANT in consideration of their mutual covenants as set forth herein further agree as follows:

ARTICLE 1
SERVICES OF ENVIRONMENTAL CONSULTANT

1.01 Scope and Project Description

A. ENVIRONMENTAL CONSULTANT will provide the Basic and Additional Services set forth herein and in Exhibit A. The Service Order may add or delete certain Basic or Additional Services provided for in this Agreement or provide certain terms that are different from terms provided in this Agreement. In such instances, PCCA and ENVIRONMENTAL CONSULTANT will provide in the Service Order reference by paragraph number or numbers those terms in this Agreement that are deleted or changed by the terms in the Service Order. In the event of a conflict between terms in this Agreement and the Service Order, the terms stated in the Service Order will control this Agreement. **Services pursuant to this Agreement will be required on an irregular and as needed basis during the term of this Agreement, and PCCA has not made nor does it make any representation of any kind or guarantee regarding the amount of Services PCCA will require from ENVIRONMENTAL CONSULTANT under this Agreement.**

B. During the term of this Agreement, PCCA may request that ENVIRONMENTAL CONSULTANT perform certain tasks described in this Agreement and in Exhibit A, subject to the issuance by PCCA of a Service Order, a sample of which is attached hereto and incorporated herein by reference for all purposes as Exhibit M. A Service Order for each separate Project issued pursuant to this Agreement will be attached to this Agreement, and each Service Order attached to this Agreement is hereby incorporated herein by reference for all purposes. Multiple Service Orders may be issued during the term of this Agreement. All Service Orders must be in writing, signed by an authorized representative of PCCA and ENVIRONMENTAL CONSULTANT, and include, if not described in this Agreement, a Scope of Services, a Basis of Payment, a list of tasks to be performed by ENVIRONMENTAL CONSULTANT, a time schedule, a list of deliverables, if any, and such other information or special conditions as may

be necessary for the Services required. Upon execution by the parties to this Agreement, each Service Order will become an attachment to this Agreement, and this Agreement with any attached Service Orders thereafter will be referred to as the "Agreement." **Nothing, however, contained in the foregoing provision for the issuance of a Service Order or Service Orders constitutes a representation or a guarantee that PCCA will issue any Service Order to ENVIRONMENTAL CONSULTANT for any of the Services of ENVIRONMENTAL CONSULTANT described in this Agreement.**

C. ENVIRONMENTAL CONSULTANT will neither perform nor have claim for payment for services that are not included in a Service Order. Changes in scope of work, cost estimate or schedule will be captured in a Service Order Amendment.

D. Upon execution of this Master Agreement No. 04-14 and issuance of a Service Order, ENVIRONMENTAL CONSULTANT is authorized to begin Basic Services and/or Additional Services as set forth in Exhibit A and each Service Order.

E. When applicable, ENVIRONMENTAL CONSULTANT will perform Services in accordance with the latest version of the PCCA Project Manual issued prior to the date of the Service Order.

ARTICLE 2

PCCA'S RESPONSIBILITIES

2.01 General

PCCA has the responsibilities set forth herein and in Exhibit B.

ARTICLE 3

TIMES FOR RENDERING SERVICES

3.01 General

A. ENVIRONMENTAL CONSULTANT's Services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of each Project through completion. Unless specific periods of time or specific dates for providing Services are specified in each Service Order attached to this Agreement, ENVIRONMENTAL CONSULTANT's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

B. If, in each Service Order attached to this Agreement, specific periods of time for rendering Services are set forth or specific dates by which Services are to be completed are provided and if such periods of time or dates are changed through no fault of ENVIRONMENTAL CONSULTANT, the rates and amounts of compensation provided for herein will be subject to equitable adjustment. If PCCA has requested changes in the scope, extent, or character of the Project, the time of performance of ENVIRONMENTAL CONSULTANT's Services will be adjusted equitably.

C. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If PCCA fails to give prompt written authorization to proceed with any phase of Services after completion of the immediately preceding phase, or if ENVIRONMENTAL CONSULTANT's Services are delayed through no fault of ENVIRONMENTAL CONSULTANT, ENVIRONMENTAL CONSULTANT may, after giving seven days written notice to PCCA, suspend Services under this Agreement.

B. If ENVIRONMENTAL CONSULTANT's Services are delayed or suspended in whole or in part by PCCA or if ENVIRONMENTAL CONSULTANT's Services are extended by PCCA or its Contractor's actions or inactions for more than 90 days from the date of the beginning of the delay or suspension through no fault of ENVIRONMENTAL CONSULTANT, ENVIRONMENTAL CONSULTANT will be entitled to an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENVIRONMENTAL CONSULTANT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4

PAYMENTS TO ENVIRONMENTAL CONSULTANT

4.01 Methods of Payment for Services and Reimbursable Expenses of Environmental Consultant

A. *For Basic Services.* PCCA will pay ENVIRONMENTAL CONSULTANT for Basic Services performed or furnished under Exhibit A, Part 1, for each Service Order as set forth in Exhibit C.

B. *For Additional Services.* PCCA will pay ENVIRONMENTAL CONSULTANT for Additional Services performed or furnished under Exhibit A, Part 2, for each Service Order as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, PCCA will pay ENVIRONMENTAL CONSULTANT for Reimbursable Expenses incurred by ENVIRONMENTAL CONSULTANT and ENVIRONMENTAL CONSULTANT's Other Consultants and subcontractors as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENVIRONMENTAL CONSULTANT's standard invoicing practices and will be submitted monthly to PCCA by ENVIRONMENTAL CONSULTANT, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C. A brief monthly report will be submitted with each invoice that lists the tasks performed, amounts invoiced for each task, and an estimated percent completion for each task.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If PCCA fails to make any payment due ENVIRONMENTAL CONSULTANT for Services and Reimbursable Expenses within 30 days after receipt of ENVIRONMENTAL CONSULTANT's invoice, the amounts due ENVIRONMENTAL CONSULTANT will be increased at the rate of three percent (3%) per annum from said 30th day. In addition, ENVIRONMENTAL CONSULTANT may, after giving seven days written notice to PCCA, suspend Services under this Agreement until ENVIRONMENTAL CONSULTANT has been paid in full all amounts due for Services, Reimbursable Expenses, and other relevant charges. Payments will be credited first to interest and then to principal.

C. *Representation of Invoices.* No partial payment or approval of any invoice by PCCA will constitute final acceptance or approval of the scope of work as to which the partial payment or approval relates, nor shall partial payment or approval be construed as relieving ENVIRONMENTAL CONSULTANT of any of its obligations. Each invoice will constitute a representation to PCCA that:

1. The invoiced work has been fully performed in accordance with all requirements of this Agreement.
2. The performance of the Work is progressing in accordance with all requirements of this Agreement.
3. Payment of the invoiced amount has been earned by, and is properly due and payable to ENVIRONMENTAL CONSULTANT.

4. ENVIRONMENTAL CONSULTANT has paid or will pay all Other Consultants and any other subcontractors and vendors working for ENVIRONMENTAL CONSULTANT on each Project for their services.

D. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment. Any undisputed portion will be paid. PCCA will promptly notify ENVIRONMENTAL CONSULTANT of any disputed item and request either clarification of the disputed item or that remedial action be taken to resolve the disputed item. Once a disputed item has been settled, ENVIRONMENTAL CONSULTANT will include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. *Payments Upon Termination.*

1. In the event of termination under paragraph 6.06, ENVIRONMENTAL CONSULTANT will be entitled to invoice PCCA and will be paid in accordance with Exhibit C for all Services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by PCCA for convenience or by ENVIRONMENTAL CONSULTANT for cause, ENVIRONMENTAL CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, will be entitled to invoice PCCA and will be paid a reasonable amount for Services and Reimbursable Expenses directly attributable to termination, both before and after the effective date of termination, such as costs of terminating contracts with Other Consultants and any other subcontractors and vendors working for ENVIRONMENTAL CONSULTANT, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

3. Notwithstanding anything in this Agreement herein to the contrary, neither party will be charged with or liable for any consequential damages including, but not limited to, loss of profits or loss of business opportunities suffered by the other party as a result of either party's breach of this Agreement or failure to perform any of its obligations under this Agreement.

F. *Records of Environmental Consultant's Costs.* Records of ENVIRONMENTAL CONSULTANT's costs and hourly rates pertinent to ENVIRONMENTAL CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENVIRONMENTAL CONSULTANT's charges and, upon PCCA's timely request, ENVIRONMENTAL CONSULTANT will provide to PCCA ENVIRONMENTAL CONSULTANT's records of time-based and reimbursable costs.

G. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that imposes taxes, fees, or costs on ENVIRONMENTAL CONSULTANT's Services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs will be invoiced to and paid by PCCA as a Reimbursable Expense to which a factor of 1.0 will be applied. Should such taxes, fees, or costs be imposed, they will be in addition to ENVIRONMENTAL CONSULTANT's estimated total compensation.

ARTICLE 5

OPINIONS OF COST

5.01 Opinions of Costs

ENVIRONMENTAL CONSULTANT's opinions of Costs of the Project provided for herein are to be made on the basis of ENVIRONMENTAL CONSULTANT's experience and qualifications and represent ENVIRONMENTAL CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENVIRONMENTAL CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the methods of others working on the Project and determining prices, or over competitive bidding or market conditions, ENVIRONMENTAL CONSULTANT cannot

and does not guarantee that proposals, Bids, or actual Costs of the Project will not vary from opinions of Costs of the Project prepared by ENVIRONMENTAL CONSULTANT. If PCCA wishes greater assurance as to Costs of the Project, PCCA may employ an independent cost estimator as provided in Exhibit B or request ENVIRONMENTAL CONSULTANT to employ an independent cost estimator as an Additional Service.

ARTICLE 6

GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional consulting services and related Services performed or furnished by ENVIRONMENTAL CONSULTANT under this Agreement will be the care and skill ordinarily used by members of ENVIRONMENTAL CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality.

B. ENVIRONMENTAL CONSULTANT is responsible for the technical accuracy of its Services and documents resulting therefrom, and PCCA is not responsible for discovering deficiencies therein. ENVIRONMENTAL CONSULTANT will correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in PCCA-furnished information.

C. ENVIRONMENTAL CONSULTANT will perform or furnish professional consulting services and related Services in all phases of the Project to which this Agreement applies as per the applicable Service Order. ENVIRONMENTAL CONSULTANT will serve as PCCA's prime professional for the Project. ENVIRONMENTAL CONSULTANT may employ such Other Consultants or other subcontractors and vendors as ENVIRONMENTAL CONSULTANT deems necessary to assist in the performance or furnishing of the Services. ENVIRONMENTAL CONSULTANT is not required to employ any Other Consultant unacceptable to ENVIRONMENTAL CONSULTANT. ENVIRONMENTAL CONSULTANT must provide to PCCA for inclusion in the Service Order the names and addresses of all ENVIRONMENTAL CONSULTANT's employees working on the Project site and any other subcontractors that ENVIRONMENTAL CONSULTANT will use on the Project.

D. ENVIRONMENTAL CONSULTANT and PCCA will comply with applicable Laws or Regulations and PCCA-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to PCCA's responsibilities or to ENVIRONMENTAL CONSULTANT's Scope of Services, times of performance, or compensation.

E. PCCA is responsible for, and ENVIRONMENTAL CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by PCCA to ENVIRONMENTAL CONSULTANT pursuant to this Agreement, unless otherwise indicated when provided to ENVIRONMENTAL CONSULTANT. ENVIRONMENTAL CONSULTANT may use such requirements, reports, data, and information in performing or furnishing Services under this Agreement.

F. PCCA will make decisions and carry out its other responsibilities in a timely manner and bear all costs incident thereto so as not to delay the Services of ENVIRONMENTAL CONSULTANT.

G. ENVIRONMENTAL CONSULTANT is not required to sign any document, no matter by whom requested, that would result in ENVIRONMENTAL CONSULTANT's having to certify, guarantee, or warrant the existence of conditions whose existence ENVIRONMENTAL CONSULTANT cannot ascertain. PCCA agrees not to make resolution of any dispute with ENVIRONMENTAL CONSULTANT or payment of any amount due to ENVIRONMENTAL CONSULTANT in any way contingent upon ENVIRONMENTAL CONSULTANT's signing any such certification.

H. Except when specified in the Service Order, during the construction phase, ENVIRONMENTAL CONSULTANT will not supervise, direct, or have control over Contractor's Work, nor will ENVIRONMENTAL CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor; for safety precautions and programs incident to Contractor's Work in progress; nor for any failure of Contractor to comply with Laws and Regulations applicable to any Contractor on the Project furnishing and performing the Work.

I. ENVIRONMENTAL CONSULTANT neither guarantees the performance of any Contractor on the Project nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. ENVIRONMENTAL CONSULTANT is not responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of Contractor's agents or employees or any other persons (except ENVIRONMENTAL CONSULTANT's own employees, Other Consultants or subcontractors and vendors) at the Site or otherwise furnishing or performing any of Contractor's Work; or for any decision made on interpretations or clarifications of the Contract Documents given by PCCA without consultation and advice of ENVIRONMENTAL CONSULTANT.

K. All construction Contract Documents prepared hereunder must include the PCCA "General Conditions."

L. All Services provided pursuant to this Agreement by ENVIRONMENTAL CONSULTANT shall be warranted for a period of one-year following final acceptance of the Services by PCCA. If any failure to meet this warranty occurs within one year after Services are accepted by PCCA, the ENVIRONMENTAL CONSULTANT shall again perform the Services affected by such failure at the ENVIRONMENTAL CONSULTANT'S sole expense. Upon the expiration of one year, all such obligations to re-perform the Services shall cease unless otherwise stated in writing. The ENVIRONMENTAL CONSULTANT shall be entitled to rely on the accuracy of information supplied by or at the direction of PCCA.

Said warranty does not extend to completion of environmental remediation work to meet a standard where measurements of chemical concentrations in environmental media are relied upon. Concentrations of chemicals of concern (COCs) may change within soils and groundwater due to non-homogeneity of soils, or migration of chemicals of concern within and between soil and groundwater, e.g., groundwater flow.

M. In the performance of its obligations under this Agreement, the ENVIRONMENTAL CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of PCCA. The ENVIRONMENTAL CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures utilized by it in the performance of this Agreement.

N. ENVIRONMENTAL CONSULTANT will prepare a schedule of Services identified as the "Service Schedule" in the Service Order attached hereto and made a part of this Agreement. The Service Schedule will contain a complete schedule so that ENVIRONMENTAL CONSULTANT's Scope of Services under this Agreement can be accomplished within the specified time and contract cost. The Service Schedule will provide specific task sequences and definite review times by PCCA and ENVIRONMENTAL CONSULTANT of the Services performed. If the review time should take longer than shown on the Service Schedule, through no fault of ENVIRONMENTAL CONSULTANT, additional contract time will be authorized by PCCA through a supplemental agreement if requested by a timely written request from ENVIRONMENTAL CONSULTANT and approved by PCCA.

O. ENVIRONMENTAL CONSULTANT will notify PCCA in writing as soon as possible if ENVIRONMENTAL CONSULTANT determines or reasonably anticipates that Services under the Agreement cannot be completed before the due date for such Services, and PCCA may, at its sole discretion, extend the contract period by timely supplemental agreement. ENVIRONMENTAL CONSULTANT must allow adequate time for review and approval of the request for time extension by PCCA prior to expiration of this Agreement.

P. ENVIRONMENTAL CONSULTANT will promptly advise PCCA in writing of events that have a significant impact upon the progress of the Services, including:

1. Problems, delays, adverse conditions that will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the completion of any phase by the established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated and any state or federal assistance needed to resolve the situation; and

2. Favorable developments or events that enable meeting the Service Schedule goals sooner than anticipated.

Q. PCCA assumes no liability for Services performed or costs incurred prior to the date authorized by PCCA to begin Services, during periods when Services are suspended, or subsequent to the completion date of the Services.

R. If PCCA finds it necessary to request changes to previously satisfactorily completed Work or parts thereof which involve changes to the original Scope of Services or character of the Work under the Agreement, ENVIRONMENTAL CONSULTANT will make such revisions if requested and as directed by PCCA. This will be considered as Additional Services pursuant to Exhibit A, Part 2, "Additional Services."

S. All data, basic sketches, charts, calculations, plans, Specifications, and other documents created or collected under the terms of the Agreement are the exclusive property of PCCA and will be furnished to PCCA upon request. All documents prepared by ENVIRONMENTAL CONSULTANT and all documents furnished to ENVIRONMENTAL CONSULTANT by PCCA will be delivered to PCCA upon completion or termination of the Agreement. ENVIRONMENTAL CONSULTANT, at ENVIRONMENTAL CONSULTANT's expense, may retain copies of such documents or any other data that it has furnished PCCA under the Agreement.

T. ENVIRONMENTAL CONSULTANT will furnish adequate and sufficient personnel and equipment to perform the Services. All employees of ENVIRONMENTAL CONSULTANT will have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ENVIRONMENTAL CONSULTANT who, in the opinion of PCCA, is incompetent or whose conduct becomes detrimental to the Services will immediately be removed from association with the Project when ENVIRONMENTAL CONSULTANT is so instructed by PCCA. ENVIRONMENTAL CONSULTANT certifies that it presently has adequate qualified personnel in its employ for performance of the Services required under the Agreement or will be able to obtain such personnel from sources other than PCCA.

U. PCCA has the right at all reasonable times to review or otherwise evaluate the Services performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is made on the premises of ENVIRONMENTAL CONSULTANT or its Other Consultant or subcontractor, ENVIRONMENTAL CONSULTANT will provide and require its Other Consultant or subcontractor to provide all reasonable facilities and assistance for the safety and convenience of PCCA's Representative(s) in the performance of their duties.

V. The responsible ENVIRONMENTAL CONSULTANT will sign, certify and date all appropriate submissions to PCCA. Where appropriate, the responsible Environmental Professional (Engineer, Geologist, Industrial Hygienist, etc.) will also seal all appropriate submissions in accordance with the applicable licensing board.

W. PCCA has the exclusive right to examine the books and records of ENVIRONMENTAL CONSULTANT for the purpose of checking the amount of Services performed by ENVIRONMENTAL CONSULTANT at the time of termination of the Agreement. ENVIRONMENTAL CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and will make such materials available at its office during the Agreement period and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. PCCA will have access to any and all books, documents, papers, and records of ENVIRONMENTAL CONSULTANT that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions of time-based and Reimbursable Expenses.

X. ENVIRONMENTAL CONSULTANT will comply with the Regulations of the Department of Transportation 49 CFR Parts 21 and 23 CFR §710.405(b) as they relate to nondiscrimination; also, Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR Part 60. See “Civil Rights Compliance” attached hereto and identified as Exhibit K.

Y. Under Section 231.006 of the Family Code, ENVIRONMENTAL CONSULTANT certifies that the individuals or business entity named in the Agreement are eligible to receive the specified grant or payment and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate. ENVIRONMENTAL CONSULTANT further acknowledges that ENVIRONMENTAL CONSULTANT has read Exhibit L and has provided the names and social security numbers required therein.

6.02 Authorized Project Representative

Contemporaneous with the execution of each Service Order, ENVIRONMENTAL CONSULTANT and PCCA will designate specific individuals to act on behalf of ENVIRONMENTAL CONSULTANT and PCCA with respect to the Services to be performed or furnished by ENVIRONMENTAL CONSULTANT and responsibilities of PCCA under such Service Order. Such individuals will have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party. ENVIRONMENTAL CONSULTANT will not change designated project personnel without prior written consent of PCCA.

6.03 Design Without Construction Phase Services

A. Should PCCA provide construction phase services with either PCCA’s Representative or a third party, ENVIRONMENTAL CONSULTANT’s Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENVIRONMENTAL CONSULTANT’s Basic Services under this Agreement do not include Project observation, review of Contractor’s performance, or any other construction phase services, and that such services will be provided by PCCA, then PCCA assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claim against ENVIRONMENTAL CONSULTANT that may be in any way connected thereto.

6.04 Use of Documents

A. Upon payment of all fees owed for each Service Order, all materials, information, electronic files and Documents acquired or generated relative to each corresponding Service Order are the property of PCCA.

B. Copies of PCCA-furnished data that are delivered to ENVIRONMENTAL CONSULTANT pursuant to Exhibit B and that may be relied upon by ENVIRONMENTAL CONSULTANT may be provided as printed copies (also known as hard copies) or as electronic media format of text, data, graphics or of other types.

C. Copies of Documents that may be relied upon by PCCA may be either printed copies (also known as hard copies) that are signed or sealed by ENVIRONMENTAL CONSULTANT or files in electronic media format of text, data, graphics, or of other types that are furnished by ENVIRONMENTAL CONSULTANT.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party will be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENVIRONMENTAL CONSULTANT is responsible to maintain documents stored in electronic media format after acceptance by PCCA.

E. When transferring documents, neither PCCA nor ENVIRONMENTAL CONSULTANT make any representation to the other as to long-term compatibility, usability, or readability of documents resulting from the use of

software application packages, operating systems, or computer hardware differing from those used by PCCA or ENVIRONMENTAL CONSULTANT at the beginning of this Project.

F. Documents provided by ENVIRONMENTAL CONSULTANT are not intended or represented to be suitable for reuse by PCCA or others on extensions of the Project or on any other project. PCCA may, however, reuse such documents without any payment to ENVIRONMENTAL CONSULTANT. Any such reuse or modification without written verification or adaptation by ENVIRONMENTAL CONSULTANT, as appropriate for the specific purpose intended, will be at PCCA's sole risk and without liability or legal exposure to ENVIRONMENTAL CONSULTANT or to ENVIRONMENTAL CONSULTANT's Other Consultants.

G. If there is a discrepancy between the electronic files and the hard copies, ENVIRONMENTAL CONSULTANT will correct discrepancy upon notification.

H. Any verification or adaptation of the Documents by ENVIRONMENTAL CONSULTANT for extensions of the Project or for any other project will entitle ENVIRONMENTAL CONSULTANT to further compensation at rates to be agreed upon by PCCA and ENVIRONMENTAL CONSULTANT.

6.05 Insurance

A. At ENVIRONMENTAL CONSULTANT's expense, ENVIRONMENTAL CONSULTANT will procure and maintain and keep in force minimum insurance as set forth in Exhibit G, "Insurance," as will protect ENVIRONMENTAL CONSULTANT from claims which may arise out of or result from ENVIRONMENTAL CONSULTANT's Services pursuant to this Agreement, whether such operations be by ENVIRONMENTAL CONSULTANT, any Other Consultants or by any subcontractor working for ENVIRONMENTAL CONSULTANT, by anyone directly or indirectly employed by ENVIRONMENTAL CONSULTANT or ENVIRONMENTAL CONSULTANT's subcontractor, or by anyone for whose acts ENVIRONMENTAL CONSULTANT or ENVIRONMENTAL CONSULTANT's Other Consultant or subcontractor may be liable. All required insurance coverages must be purchased from insurance carriers with an A. M. Best rating of A:VII or better.

B. ENVIRONMENTAL CONSULTANT will deliver to PCCA certificates of insurance evidencing the coverages indicated in Exhibit G, "Insurance." Such certificates will be furnished prior to commencement of ENVIRONMENTAL CONSULTANT's Services and at renewals or changes of insurance companies thereafter during the life of the Agreement. Any such certificates must be executed by an authorized representative of the company issuing the insurance policy and contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to PCCA by ENVIRONMENTAL CONSULTANT. ENVIRONMENTAL CONSULTANT's Other Consultants and subcontractors will also be included as "additional insureds" on each liability (excluding Workers' Compensation and Professional Liability policies) or property policy of insurance purchased and maintained by ENVIRONMENTAL CONSULTANT for the Project.

C. At any time, PCCA may request that ENVIRONMENTAL CONSULTANT, at PCCA's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G, "Insurance." If so requested by PCCA, with the concurrence of ENVIRONMENTAL CONSULTANT, and if commercially available, ENVIRONMENTAL CONSULTANT will obtain and will require ENVIRONMENTAL CONSULTANT's Other Consultants and, as applicable, ENVIRONMENTAL CONSULTANT's subcontractors to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by PCCA, and Exhibit G and the Service Order will be amended to incorporate these requirements.

D. Under all applicable coverages, except professional liability coverage, ENVIRONMENTAL CONSULTANT will provide a Waiver of Subrogation endorsement in favor of PCCA. The endorsement will additionally provide that ENVIRONMENTAL CONSULTANT releases PCCA from liability for any claims ENVIRONMENTAL CONSULTANT may have against PCCA that are or should have been covered by the insurance for which the Waiver of Subrogation is made.

E. Under all applicable coverages, except professional liability coverage, ENVIRONMENTAL CONSULTANT will cause the policies of insurance for all applicable coverages to be endorsed to include PCCA as an “additional insured” when permitted by law and provide that, notwithstanding any language in any policy of insurance held by PCCA (“PCCA Insurance”) to the effect that the PCCA Insurance is primary, the policies of insurance held by ENVIRONMENTAL CONSULTANT are primary coverage, and the PCCA Insurance is non-contributory so that PCCA Insurance will not share with the policies held by ENVIRONMENTAL CONSULTANT. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance if it exceeds \$50,000, in which case PCCA may elect not to enter into this Agreement with ENVIRONMENTAL CONSULTANT. If requested, ENVIRONMENTAL CONSULTANT will provide PCCA a true copy of each of the Policies required in this Agreement, including all endorsements on each policy.

F. ENVIRONMENTAL CONSULTANT will not commence Services under this Agreement until ENVIRONMENTAL CONSULTANT has obtained all insurance required hereunder and certificates of such insurance in a form that is on file with and that has been approved by the Texas Department of Insurance.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For Cause.* Either party, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, may terminate this Agreement upon 30 days written notice.

a. If ENVIRONMENTAL CONSULTANT believes that ENVIRONMENTAL CONSULTANT is being requested by PCCA to furnish or perform Services contrary to ENVIRONMENTAL CONSULTANT’s responsibilities as a licensed professional or if ENVIRONMENTAL CONSULTANT’s Services for the Project are delayed or suspended for more than 90 days for reasons beyond ENVIRONMENTAL CONSULTANT’s control, ENVIRONMENTAL CONSULTANT may terminate this Agreement upon seven days written notice to PCCA.

b. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of such notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of such notice.

2. *For Convenience.* PCCA may terminate this Agreement effective upon the receipt of notice from PCCA by ENVIRONMENTAL CONSULTANT.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENVIRONMENTAL CONSULTANT to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. ENVIRONMENTAL CONSULTANT will be paid for all Services performed and Reimbursable Expenses incurred prior to the effective date of termination. Upon payment of all amounts rightfully owed by PCCA to ENVIRONMENTAL CONSULTANT, PCCA will take ownership of the Documents pursuant to Section 6.04 herein.

6.07 Controlling Law

This Agreement is governed by the laws of the state of Texas. Venue of any action will be in Nueces County, Texas. In the event of a conflict between the wording of this Agreement, including any Service Order or Service Orders attached to it and any Purchase Order issued by PCCA in connection with this Agreement, the wording of this Agreement, including any Service Order or Service Orders attached to it, will control the interpretation of this Agreement.

6.08 Successors, Assigns, and Beneficiaries

A. PCCA and ENVIRONMENTAL CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of PCCA and ENVIRONMENTAL CONSULTANT and, to the extent permitted by paragraph 6.08.B, the assigns of PCCA and ENVIRONMENTAL CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither PCCA nor ENVIRONMENTAL CONSULTANT may assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, claims arising out of this Agreement or moneys that are due or may become due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by PCCA or ENVIRONMENTAL CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of PCCA and ENVIRONMENTAL CONSULTANT and not for the benefit of any other party, person, or entity.

6.09 Dispute Resolution

A. PCCA and ENVIRONMENTAL CONSULTANT agree to negotiate all disputes between them in good faith (including, if agreed, the use of a mediator) for a period of 30 days from the date of notice prior to exercising their rights under this Section or other provisions of this Agreement or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that PCCA and ENVIRONMENTAL CONSULTANT have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in this Section.

C. In the event PCCA requests that ENVIRONMENTAL CONSULTANT perform Services that, in ENVIRONMENTAL CONSULTANT's opinion, are not included under the Basic Services described in Exhibit A and PCCA believes that it is included, ENVIRONMENTAL CONSULTANT will proceed with the Services after notifying PCCA that ENVIRONMENTAL CONSULTANT does not agree that the Services after including under the Basic Services without delay, and perform them to the satisfaction of PCCA. At the conclusion of the Project, or in no event longer than six months, ENVIRONMENTAL CONSULTANT may request that the issue of payment for this work be submitted to mediation (if both parties agree) or to arbitration as outlined in this Section.

D. In the event PCCA and ENVIRONMENTAL CONSULTANT cannot agree on the price of Additional Services requested by PCCA, ENVIRONMENTAL CONSULTANT will proceed with the Services without delay and perform them to the satisfaction of PCCA. At the conclusion of the Project, or in no event longer than six months, ENVIRONMENTAL CONSULTANT may request that the disputed price for any Additional Services be submitted to mediation (if both parties agree) or to arbitration.

1. All disputes between PCCA and ENVIRONMENTAL CONSULTANT, subject to the negotiation or mediation referred to in this Section, will be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement, subject to the limitations and restrictions stated in paragraphs A through D below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under prevailing law of any court having jurisdiction.

a. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations.

b. All demands for arbitration and all answering statements thereto that include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$100,000.00 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider or make findings (except in denial of their own jurisdiction) concerning any dispute where the amount in controversy of any such dispute is more than \$100,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party that totals more than \$100,000.00 (exclusive of interest and costs).

c. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court in Nueces County, Texas, having jurisdiction thereof.

d. If a dispute in question between PCCA and ENVIRONMENTAL CONSULTANT involves the Work of a Contractor, subcontractor, or consultant to PCCA or ENVIRONMENTAL CONSULTANT (each a "Joinable Party"), either PCCA or ENVIRONMENTAL CONSULTANT may join each Joinable Party as a party to the arbitration between PCCA and ENVIRONMENTAL CONSULTANT hereunder, and ENVIRONMENTAL CONSULTANT or PCCA, as appropriate, will include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between PCCA and ENVIRONMENTAL CONSULTANT involving the Work or Services of such Joinable Party. Nothing in this Section, nor in the provision of such contract consenting to joinder, will create any claim, right, or cause of action in favor of the Joinable Party and against PCCA or ENVIRONMENTAL CONSULTANT that does not otherwise exist.

6.10 Hazardous Environmental Conditions

A. PCCA will disclose, to the best of its knowledge, to ENVIRONMENTAL CONSULTANT the existence of all Asbestos, PCBs, Petroleum, Hazardous Substance, or Radioactive Material known to PCCA or its employees and located at the Site, including type, quantity and location.

B. If a Hazardous Environmental Condition is encountered or alleged, by ENVIRONMENTAL CONSULTANT or ENVIRONMENTAL CONSULTANT's employees and Other Consultants or subcontractors, ENVIRONMENTAL CONSULTANT has the obligation to notify PCCA and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

C. The Parties acknowledge that ENVIRONMENTAL CONSULTANT's Scope of Services may include Services related to a Hazardous Environmental Condition and that the project site(s) may contain hazardous or toxic substances, constituents, contaminants, materials, or pollutants. ENVIRONMENTAL CONSULTANT knowingly and voluntarily assumes all risks of injury and damage to ENVIRONMENTAL CONSULTANT, its Other Consultants, employees, agents, subcontractors and others working for the ENVIRONMENTAL CONSULTANT, and damage to property caused by exposure to these materials. ENVIRONMENTAL CONSULTANT agrees to advise fully all of its Other Consultants, employees, agents, subcontractors, and others working for ENVIRONMENTAL CONSULTANT, of such risks and of all necessary environmental, safety, and health procedures required by Governmental Requirements. ENVIRONMENTAL CONSULTANT will continuously inspect its work, materials, and equipment to identify and promptly correct unsafe conditions.

D. PCCA acknowledges that ENVIRONMENTAL CONSULTANT is performing Professional Services for PCCA and that ENVIRONMENTAL CONSULTANT is not and will not be required to become an "operator" or "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA) including subsequent amendments, or hazardous waste as defined in the Resource Conservation and Recovery Act of 1976 (RCRA) including subsequent amendments, which are or may be encountered at or near the Site in connection with ENVIRONMENTAL CONSULTANT's activities under this Agreement.

6.11 Indemnification and Release

A. As used in this paragraph, each of the following terms will have the meanings set forth in this Section.

1. "Beneficiary" means the intended recipient of the benefits of another party's Indemnity, Waiver or obligation to Defend.

2. "Claims" means all claims, damages (including actual and punitive), losses, fines, penalties, liens, causes of action, suits, judgments, settlements, and expenses [including court costs, attorney's fees (including attorney's fees in defending and/or settling a Claim and attorney's fees to collect on this Indemnity), costs of investigation, and expert witnesses] of any nature, kind, or description by, through, or of any person or entity.

3. "Defend" means to oppose on behalf of another party a Claim in litigation, arbitration, mediation or other alternative dispute resolution proceeding and to pay all reasonable and incurred costs associated with the preparation or prosecution of such Defense.

4. "Indemnify" means to protect and hold harmless a party from and against a potential Claim and/or to compensate a party for a Claim actually incurred.

5. "Indemnified Persons" means PCCA, its Port Commissioners, directors, managers, employees, and agents.

6. "ENVIRONMENTAL CONSULTANT Parties" means the ENVIRONMENTAL CONSULTANT, its agents, employees, owners, Other Consultants and subcontractors under contract, or other entities over which the ENVIRONMENTAL CONSULTANT exercises control.

7. "Waive" means to knowingly and voluntarily relinquish a right and/or to release another party from liability.

B. Subject to the terms of this Section, ENVIRONMENTAL CONSULTANT will Defend and Indemnify the Indemnified Persons from and against all Claims to the extent caused by or resulting from, or alleged to have been caused by or resulted from, any of the following matters (these Claims being referred to herein as the "Indemnified Claims"):

1. The negligent conduct of ENVIRONMENTAL CONSULTANT's business on the Project;
2. ENVIRONMENTAL CONSULTANT's breach of this Agreement; or
3. Any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by any ENVIRONMENTAL CONSULTANT Party, including the sole, joint, concurrent, or comparative negligence of any ENVIRONMENTAL CONSULTANT Party in connection with or pertaining to this Agreement.

C. The Indemnities, Waivers and obligation to Defend in this Section will be enforced to the fullest extent permitted by applicable law for the benefit of the applicable Beneficiary thereof, regardless of any extraordinary shifting of risks, and even if the applicable Claim is caused by the joint, concurrent, or comparative negligence of such Beneficiary; provided, however, that an Indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that the applicable Claim against a Beneficiary was caused by the willful misconduct or sole negligence of such Beneficiary.

D. Notwithstanding anything to the contrary contained in this Section, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence, causation, responsibility, or fault of the Indemnified Persons and the ENVIRONMENTAL CONSULTANT Parties, then the ENVIRONMENTAL CONSULTANT's obligation to the Indemnified Persons will extend only to the percentage of the total responsibility of the ENVIRONMENTAL CONSULTANT Parties in contributing to such Indemnified Claim.

E. In Claims against any Indemnified Person by or for an employee of an ENVIRONMENTAL CONSULTANT Party, the ENVIRONMENTAL CONSULTANT's indemnification obligation under this Section will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the ENVIRONMENTAL CONSULTANT Party under the Workers' Compensation Act, disability benefit acts, or other employee benefit acts.

F. Except as otherwise expressly limited in this Section, it is the intent of the parties to this Agreement that all indemnity obligations and liabilities contracted for in this Agreement be without monetary limit.

G. If any action or proceeding is brought against an Indemnified Person by reason of any Indemnified Claim described in this Section, the Indemnified Person will be represented by its general counsel or another attorney selected by the Indemnified Person and approved by ENVIRONMENTAL CONSULTANT, which approval will not be unreasonably withheld, and ENVIRONMENTAL CONSULTANT shall indemnify the Indemnified Person for attorney's fees actually incurred.

H. If ENVIRONMENTAL CONSULTANT should fail or refuse, after written notice to ENVIRONMENTAL CONSULTANT that an Indemnified Person intends to make a settlement of an Indemnified Claim, to participate in the settlement of such Indemnified Claim, then the Indemnified Person may settle with the claimant without prejudice to the Indemnified Person's indemnity rights set forth herein, and a settlement after such notice to ENVIRONMENTAL CONSULTANT will constitute a settlement of the proportionate fault including, but not limited to, negligence of both ENVIRONMENTAL CONSULTANT and the Indemnified Person, which settlement may later be apportioned between Indemnified Person and ENVIRONMENTAL CONSULTANT.

I. ENVIRONMENTAL CONSULTANT agrees to support its obligations to Indemnify and Defend the Indemnified Persons by the purchase of insurance, including contractually assumed liability coverage; provided, however, PCCA acknowledges that ENVIRONMENTAL CONSULTANT's professional liability insurance will not provide for defense coverage.

J. To the fullest extent provided by this Section, ENVIRONMENTAL CONSULTANT hereby Waives all Claims against the Indemnified Persons caused by or resulting from any of the Indemnified Claims.

6.12 Notices

Any notice required under this Agreement must be submitted in writing, addressed to the appropriate party at its address on the signature page or on the written change of address as outlined in paragraph one on page one of this Agreement, and sent by registered or certified mail postage prepaid, by facsimile transmission, or by a reputable commercial courier service. All notices will be effective upon the date of receipt.

6.13 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon PCCA and ENVIRONMENTAL CONSULTANT, who agree that the Agreement will be revised to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

Non-enforcement of any provision by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

6.17 Public Meetings/Records

PCCA is a political subdivision of the state of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, Chapters 551 and 552), and as such, PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, ENVIRONMENTAL CONSULTANT agrees that the disclosure of this Agreement, or any other information or materials related to the consummation of the transactions contemplated hereby, to the public by PCCA as required by the Texas Open Meetings Act, Texas Public Information Act, or any other law will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability, or action by ENVIRONMENTAL CONSULTANT.

6.18 Confidentiality

ENVIRONMENTAL CONSULTANT will keep confidential all information in whatever form produced, prepared, observed or received from PCCA to the extent that such information is: (a) confidential by law; (b) marked or designated "Confidential" or words to that effect; or (c) information that ENVIRONMENTAL CONSULTANT is otherwise required to keep confidential by this Agreement. Notwithstanding the above, ENVIRONMENTAL CONSULTANT will be permitted to disclose any information required by law or court order. In addition, ENVIRONMENTAL CONSULTANT will not advertise it is doing business with PCCA or use this Agreement as a marketing or sales tool without the prior written consent of PCCA.

6.19 Relationship of the Parties

ENVIRONMENTAL CONSULTANT is associated with PCCA only for the purposes and to the extent specified in this Agreement and in respect of the contracted Services pursuant to this Agreement. ENVIRONMENTAL CONSULTANT is and will be an independent contractor and, subject only to the terms of this Agreement, will have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement is deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise

create any liability for PCCA whatsoever with respect to the indebtedness, liabilities or obligations of ENVIRONMENTAL CONSULTANT or any other party. ENVIRONMENTAL CONSULTANT will be solely responsible for, and PCCA has no obligation with respect to:

- A. Withholding of income taxes, FICA, or any other taxes or fees;
- B. Industrial or Workers Compensation insurance coverage;
- C. Participation in any group insurance plans available to employees of ENVIRONMENTAL CONSULTANT;
- D. Accumulation of vacation leave or sick leave; or
- E. Unemployment compensation coverage provided by the State of Texas.

ARTICLE 7 **DEFINITIONS**

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda.* Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bid Documents.
2. *Additional Services.* The Services to be performed for or furnished to PCCA by ENVIRONMENTAL CONSULTANT in accordance with Exhibit A, Part 2, and the corresponding Service Order attached to this Agreement.
3. *Agreement.* This “Master Agreement between PCCA and ENVIRONMENTAL CONSULTANT for Professional Services,” including those Exhibits listed in Article 8 hereof and any Service Orders that may be attached to and incorporated in this Agreement by reference for all purposes.
4. *Application for Payment to Contractor.* The form acceptable to PCCA and agreed upon by ENVIRONMENTAL CONSULTANT that is to be used by Contractor in requesting progress or final payments for the completion of the Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos.* Any material that contains more than one percent (1%) Asbestos and is friable or is releasing Asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Consultant Services.* The Services to be performed for or furnished to PCCA by ENVIRONMENTAL CONSULTANT in accordance with Exhibit A, Part 1, and the corresponding Service Order attached to this Agreement.
7. *Bid.* The offer or proposal of the bidder submitted on the PCCA-prescribed form setting forth the prices for the Work to be performed.
8. *Bid Documents.* The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the bid bond, if any, the Contract Documents, and all Addenda, if any.

9. *Change Order.* A document recommended by ENVIRONMENTAL CONSULTANT, which is signed by Contractor and PCCA, to authorize an addition to, deletion from, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement.* The entire and integrated written agreement between PCCA and Contractor concerning the Work.

11. *Cost(s) of the Project.* The cost to PCCA of those portions of the entire Project designed or specified by ENVIRONMENTAL CONSULTANT. The Cost(s) of the Project does not include costs of Services of ENVIRONMENTAL CONSULTANT or other design professionals and Other Consultants; costs of land, rights-of-way, or compensation for damages to properties; or PCCA's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project; or the costs of services to be provided to PCCA by others pursuant to Exhibit B of this Agreement.

12. *Contract Documents.* The documents described in the Construction Agreement between PCCA and Contractor as the Contract Documents. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price.* The moneys payable by PCCA to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

14. *Contract Times.* The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion and (ii) complete the Work so that it is ready for final payment as evidenced by ENVIRONMENTAL CONSULTANT's written recommendation of final payment.

15. *Contractor.* An individual or entity with which PCCA enters into a Construction Agreement.

16. *Correction Period.* The time after Substantial Completion during which Contractor must correct, at no cost to PCCA, any Defective Work; normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

17. *Defective.* An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents; does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or has been damaged prior to ENVIRONMENTAL CONSULTANT's recommendation of final payment.

18. *Documents.* Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENVIRONMENTAL CONSULTANT to PCCA pursuant to this Agreement.

19. *Drawings.* That part of the Contract Documents prepared or approved by ENVIRONMENTAL CONSULTANT that graphically shows the scope, extent, and character of the Work to be performed or was performed by ENVIRONMENTAL CONSULTANT or Contractor. Shop drawings are not Drawings as so defined.

20. *Effective Date of the Construction Agreement.* The date indicated in the Construction Agreement on which it becomes effective; but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

21. *Effective Date of the Agreement.* The date indicated in this Agreement on which it becomes effective; but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Other Consultants.* Individuals or entities having a contract with ENVIRONMENTAL CONSULTANT to furnish Services with respect to any Project pursuant to this Agreement as ENVIRONMENTAL

CONSULTANT's independent professional associates. The term ENVIRONMENTAL CONSULTANT includes ENVIRONMENTAL CONSULTANT's Other Consultants.

23. *Field Order.* A written order issued by ENVIRONMENTAL CONSULTANT which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

24. *Final Acceptance.* That point in the Project wherein ENVIRONMENTAL CONSULTANT considers the Project complete and PCCA issues a Certificate of Final Acceptance.

25. *General Conditions.* That part of the Contract Documents that sets forth the terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition.* The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Substance, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Substance.* The term Hazardous Substance will have the meaning provided in Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended from time to time or to the extent the laws of the state of Texas establish a meaning for Hazardous Substance which is broader than that specified in CERCLA, such broader meaning will apply.

28. *Laws and Regulations; Laws or Regulations.* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCBs.* Polychlorinated biphenyls.

30. *PCCA's Representative.* The PCCA's Representative is David L. Krams, P.E., Director of Engineering Services for the Port of Corpus Christi Authority of Nueces County, Texas, or his duly authorized representative.

31. *Petroleum.* Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60° Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other Non-Hazardous Waste and crude oils.

32. *Project.* The Project consists of the design, implementation or construction, and management of the Work.

33. *Radioactive Materials.* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 *et seq*) as amended from time to time.

34. *Record Drawings.* The Drawings as issued for construction on which the ENVIRONMENTAL CONSULTANT, upon completion of the Work, has shown changes due to Addenda, Field Orders, and Change Orders and other information that ENVIRONMENTAL CONSULTANT considers significant based on record documents furnished by Contractor to ENVIRONMENTAL CONSULTANT and which were annotated by Contractor to show changes made during construction.

35. *Reimbursable Expenses.* The expenses incurred directly by ENVIRONMENTAL CONSULTANT in connection with performing or furnishing Basic and Additional Services for the Project for which PCCA will pay ENVIRONMENTAL CONSULTANT as indicated in Exhibit C.

36. *Samples.* Physical examples of soil, groundwater, materials, equipment, or workmanship that are representative of some portion of the Work and are used for comparison to existing standards by which such portion of the Work will be judged.

37. *Services.* Professional consulting provided by ENVIRONMENTAL CONSULTANT as described in this Agreement and each Service Order attached to this Agreement.

38. *Service Order.* The Service Order is the document that describes the Project (see Exhibit M) and defines the Scope of Services, Service Schedule, deliverables, and compensation to be paid to ENVIRONMENTAL CONSULTANT.

39. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by ENVIRONMENTAL CONSULTANT for Contractor and are used to illustrate some portion of the Work.

40. *Site.* Lands or areas indicated in this Agreement or the Drawings as being furnished by PCCA upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by PCCA that are designated for use by Contractor.

41. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Substantial Completion.* That point in the Project wherein ENVIRONMENTAL CONSULTANT, unless PCCA has designated someone other than ENVIRONMENTAL CONSULTANT as its representative, recommends and PCCA determines that the Project is suitable for use or occupancy for its intended purpose but may still require minor miscellaneous work or adjustment.

43. *Special Conditions.* That part of the Contract Documents which amends or supplements the General Conditions.

44. *Total Project Costs.* The sum of the Construction Cost; allowances for contingencies; the total costs of Services of CONSULTANT or other design professionals and Other Consultants; costs of land, rights-of-way, or compensation for damages to properties; PCCA's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project; and the cost of services to be provided to PCCA by others pursuant to Exhibit B of this Agreement.

45. *Work.* The entire completed construction or the various separately identifiable parts thereof required to be provided by Contractor pursuant to the Contract Documents in the Construction Agreement for construction with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

46. *Work Change Directive.* A written directive to Contractor, issued on or after the Effective Date of the Construction Agreement and signed by PCCA upon recommendation of the ENVIRONMENTAL CONSULTANT, ordering an addition to, deletion from, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed, or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiation by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment.* A written amendment of the Contract Documents signed by PCCA and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8

EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- | | | |
|----|---|--------------------------|
| A. | Exhibit A, "CONSULTANT's Services and Responsibilities." | (Consisting of 10 Pages) |
| B. | Exhibit B, "PCCA's Responsibilities." | (Consisting of 3 Pages) |
| C. | Exhibit C, "Payments to CONSULTANT for Services and "Reimbursable Expenses." | (Consisting of 3 Pages) |
| | Appendix 1, "Reimbursable Expenses Schedule." | (Consisting of 3 Pages) |
| | Appendix 2, "Standard Hourly Rates Schedule." | (Consisting of 1 Pages) |
| | Appendix 3, "Application/Certification for Payment." | (Consisting of 2 Pages) |
| D. | Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative." | (Consisting of 4 Pages) |
| E. | Exhibit E, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative on Abatement Projects." | (Consisting of 5 Pages) |
| F. | Exhibit F, "Notice of Acceptability of Work." | (Consisting of 2Pages) |
| G. | Exhibit G, "Insurance." | (Consisting of 1 Pages) |
| | Appendix 1, "PCCA Certificate of Insurance." | (Consisting of 1 Pages) |
| H. | Exhibit H, "Service Order Form." | (Consisting of 3 Pages) |

8.02 Total Agreement

This Agreement (consisting of pages 1 to 21 inclusive, together with the Exhibits identified above) constitutes the entire Agreement between PCCA and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

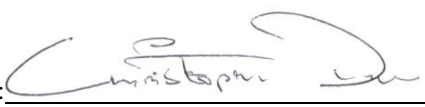
PCCA:

CONSULTANT:

**Port of Corpus Christi Authority
of Nueces County, Texas**

**360Factors, Inc. dba Rosengarten, Smith &
Associates, Inc.**

By: _____

By:  _____

Name: John P. LaRue

Name: Christopher Duden

Title: Executive Director

Title: COO

Date Signed: _____

Date Signed: 10/7/2014

Address for giving notice:

Address for giving notice:

222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

2222 Western Trails Blvd., Suite 300
Austin, Texas 78745

Designated Representative (§ 6.02):

Designated Representative (§ 6.02):

David L. Krams, P.E.

Randall L. Rosengarten, P.E.

Title: Director of Engineering Services

Title: President, RSA, Inc.

Phone Number: 361-885-6134

Phone Number: (512) 610-7101

Facsimile Number: 361-881-5161

Facsimile Number: _____

E-Mail Address: krams@pocca.com

E-Mail Address: r.rosengarten@rsa-env.com

ENVIRONMENTAL CONSULTANT's Services and Responsibilities

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENVIRONMENTAL CONSULTANT will provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A-1.01 Study and Report Phase

A. ENVIRONMENTAL CONSULTANT will:

1. Consult with PCCA to define and clarify PCCA's requirements for the Project and available data.
2. Advise PCCA as to the necessity of PCCA's providing data or services of the types described in Exhibit B, which are not part of ENVIRONMENTAL CONSULTANT's Basic Services, and assist PCCA in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the Project or portions of the Project including, but not limited to, mitigating measures identified in any environmental assessment, permitting requirements, characterization of subsurface conditions relative to probable constituents of concern or hazardous substance and remediation of identified constituents of concern or hazardous substances, and assessments for identifying the presence of asbestos, PCBs or lead paint and the development plan for the abatement or appropriate handling of identified asbestos, PCBs or lead paint.
4. Identify and evaluate the number of alternate solutions stated in the Service Order available to PCCA and, after consultation with PCCA, recommend to PCCA those solutions which in ENVIRONMENTAL CONSULTANT's judgment meet PCCA's requirements for the Project.
5. ENVIRONMENTAL CONSULTANT has examined all project sites involved in performing the Services stated in the Agreement and Service Order(s) and has knowledge of all conditions under which the Services are to be executed and completed, including but not limited to, soil and groundwater conditions to the extent applicable, approaches to the project sites and the space available for work areas, storage and temporary buildings. ENVIRONMENTAL CONSULTANT is responsible for preparing and implementing a Health and Safety Plan / Program in accordance with the applicable Occupational Safety and Health Administration (OSHA) standards appropriate for the Services being performed and the site conditions, including any PCCA site specific requirements.
6. ENVIRONMENTAL CONSULTANT will immediately notify PCCA regarding any condition that threatens to adversely affect quality assurance and control of the Services being performed. Additionally, ENVIRONMENTAL CONSULTANT will immediately notify PCCA if it becomes aware of any pending or threatened governmental or third party action or claim relating to: (i) the Services being performed, (ii) the status of any of ENVIRONMENTAL CONSULTANT's or PCCA's permits or licenses related to the project site(s) or the Services being performed, or (iii) a violation or alleged violation of Governmental requirements.
7. Conduct Phase I Environmental Site Assessment in accordance with ASTM Standard 1527-E and recommendations for a Phase II Environmental Site Assessment, as appropriate, in preparation for property transactions that PCCA may be considering.
8. Conduct subsurface investigation activities as is necessary to delineate and characterize subsurface conditions at the site in accordance with applicable rules and regulations. To the extent this includes laboratory, sampling or field work; ENVIRONMENTAL CONSULTANT will maintain complete records of the chain of custody and deliver the records to PCCA.

9. Prepare a report ("Report"), including but not limited to, permit application(s) and regulating agency standard report forms/documents, which will, as appropriate, contain figures, summary tables, schematic layouts, sketches and/or conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to PCCA which ENVIRONMENTAL CONSULTANT recommends. This Report will be accompanied by ENVIRONMENTAL CONSULTANT's opinion of Costs of the Project with each component separately itemized, including the following, which will be separately itemized: recommended options (whether this includes remediation activities or additional assessment costs); allowances for contingencies and for the estimated total costs of design, professional, and related Services provided by ENVIRONMENTAL CONSULTANT; and, on the basis of information furnished by PCCA, allowances for other items and services included within the definition of Total Project Costs.

10. Perform or provide additional study and report phase tasks or deliverables stated in the Service Order.

11. Coordinate proper disposal of investigation derived wastes, prepare for PCCA an agreement between PCCA and the company detailing the work to be done and the cost and submit to PCCA for approval; and maintain complete records of chain of custody and control of handling, transporting and final disposal of all hazardous and/or waste materials and deliver the records to PCCA.

12. Furnish one complete electronic copy in PDF format (unless a different number and format is stated in the Service Order) of the Report to PCCA within the number of days of authorization to begin Services and review it with PCCA as provided in the Service Order.

13. Revise the Report in response to PCCA's and other parties' comments, as appropriate, and furnish one complete electronic copy in PDF format (unless a different number or format is stated in the Service Order) of the revised Report to PCCA within the number of days after completion of reviewing it with PCCA as provided in the Service Order. On behalf of PCCA, submit final Report to regulating governmental authority for review and approval.

B. ENVIRONMENTAL CONSULTANT's Services under the study and report phase will be considered complete on the date the final copies of the revised Report have been delivered to and accepted by PCCA.

A-1.02 Preliminary Design Phase

A. After acceptance by PCCA of the Report, selection by PCCA of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by PCCA, and upon written authorization from PCCA, ENVIRONMENTAL CONSULTANT will:

1. On the basis of the above acceptance, selection, and authorization, prepare preliminary design phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project and where required, complete applicable governmental authority standard report forms/documents.

2. Conduct additional subsurface investigation activities as approved to further delineate and characterize subsurface conditions including any groundwater plume at the site. To the extent this includes laboratory, sampling, or field work, ENVIRONMENTAL CONSULTANT will maintain complete records of the chain of custody and deliver records to PCCA.

3. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

4. Advise PCCA if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist PCCA in obtaining such reports, data, information, or services.

5. Coordinate proper disposal of investigation derived wastes and maintain complete records of chain of custody and control of handling, transporting and final disposal of all hazardous and/or waste materials and deliver the records to PCCA.

6. Based on the information contained in the preliminary design phase documents, submit a revised opinion of Construction Cost and any adjustments to Total Project Costs known to ENVIRONMENTAL CONSULTANT, which will be itemized as provided in paragraph A-1.01.A.5.

7. Perform or provide additional preliminary design phase tasks or deliverables stated in the Service Order.

8. Furnish the preliminary design phase documents to and review them with PCCA.

9. Submit to PCCA one complete electronic copy in PDF format (unless a different number and format is stated in the Service Order) of the preliminary design phase documents and revised opinion of Costs of the Project within the number of days after authorization to proceed with this phase as provided in the Service Order. On behalf of PCCA, submit final design phase documents to regulating governmental authority for review and approval.

B. ENVIRONMENTAL CONSULTANT's Services under the preliminary design phase will be considered complete on the date final copies of the preliminary design phase documents have been delivered to and accepted by PCCA and applicable governmental authority.

A-1.03 Final Design Phase

A. After acceptance by PCCA of the preliminary design phase documents and revised opinion of Costs of Project, and where required, after receipt of governing authorities approval of final design documents, as determined in the preliminary design phase, but subject to any PCCA- or governing authorities-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from PCCA, ENVIRONMENTAL CONSULTANT will:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Associated technical specifications will be prepared, where appropriate, in general conformance with the most recent Master Format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for other related permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project or portions of the Project, and assist PCCA in consultations with appropriate authorities.

3. Advise PCCA of any adjustments to the opinion of Costs of the Project and any adjustments to Total Project Costs known to ENVIRONMENTAL CONSULTANT, itemized as provided in paragraph A-1.01.A.5.

4. Perform or provide additional final design phase tasks or deliverables stated in the Service Order.

5. Prepare and furnish Bid Documents for review and approval by PCCA, its legal counsel, and other advisors, as appropriate, and assist PCCA in the preparation of other related documents.

6. Submit one final copy in original editing format and one complete PDF copy (unless a different number and format is stated in the Service Order) of the Bid Documents, a revised opinion of Costs of Project, and final CAD file and micro station drawings to PCCA within the number of days after authorization to proceed with this phase as provided in the Service Order.

B. In the event the Work designed or specified by ENVIRONMENTAL CONSULTANT is to be performed or furnished under more than one prime contractor if ENVIRONMENTAL CONSULTANT's Services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), PCCA and ENVIRONMENTAL CONSULTANT will, prior to commencement of the final design phase, develop a schedule for performance of ENVIRONMENTAL CONSULTANT's Services during the final design, bidding or negotiating, construction, and post-construction phases in order to sequence and coordinate properly such Services as are applicable to the Work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the Work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENVIRONMENTAL CONSULTANT upon which the ENVIRONMENTAL CONSULTANT's compensation has been established under this Agreement is one (1) unless otherwise specified in each Service Order.

D. ENVIRONMENTAL CONSULTANT's Services under the final design phase will be considered complete on the date the submittals required by paragraph A-1.03.A.6 have been delivered to and accepted by PCCA and applicable governmental authority.

PART 2 – ADDITIONAL SERVICES

A-1.04 Bidding or Negotiating Phase

A. After acceptance by PCCA of the Bid Documents and the most recent opinion of Costs of the Project as determined in the final design phase and upon written authorization by PCCA to proceed, ENVIRONMENTAL CONSULTANT will:

1. Assist PCCA in advertising for and obtaining Bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bid Documents have been issued; attend pre-Bid conferences, if any; and receive and process bidders' deposits or charges for the Bid Documents.
2. Prepare Addenda as appropriate to clarify, correct, or change the Bid Documents.
3. Consult with PCCA as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work for which acceptability is required by the Bid Documents.
4. Determine the acceptability of substitute materials and equipment proposed during the bidding or negotiating phase when substitution prior to award of the contract is allowed by the Bid Documents.
5. Perform or provide additional bidding or negotiating phase tasks or deliverables stated in the Service Order.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist PCCA in evaluating Bids and in assembling and awarding contracts for the Work.

B. The bidding or negotiating phase will be considered complete upon commencement of the construction phase or upon cessation of negotiations with prospective Contractors.

A-1.05 Construction Phase

A. Upon successful completion of the bidding and negotiating phase, and upon written authorization from PCCA, ENVIRONMENTAL CONSULTANT will:

1. *General Administration of Construction Contract.* Consult with PCCA and act as PCCA's Representative as provided in the General Conditions relative to the section entitled "OWNER-ENGINEER RELATIONSHIP. The extent and limitations of the duties, responsibilities and authority of ENVIRONMENTAL CONSULTANT as assigned in said General Conditions will not be modified, except as ENVIRONMENTAL CONSULTANT may otherwise agree in writing. PCCA's instructions to Contractor can be issued through ENVIRONMENTAL CONSULTANT, who has authority to act on behalf of PCCA in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Selecting Independent Testing Laboratory.* Assist PCCA in the selection of an independent testing laboratory to perform the services identified in paragraph B-2.01.O.

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

4. *Baseline and Benchmarks.* Establish baselines and benchmarks for locating the Work as ENVIRONMENTAL CONSULTANT deems necessary to enable Contractor to proceed.

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

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENVIRONMENTAL CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and performance of the Work. Such visits and observations by ENVIRONMENTAL CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to ENVIRONMENTAL CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENVIRONMENTAL CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, ENVIRONMENTAL CONSULTANT will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and ENVIRONMENTAL CONSULTANT will keep PCCA informed of the progress of the Work.

b. The purpose of ENVIRONMENTAL CONSULTANT's visits to the Site will be to enable ENVIRONMENTAL CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by ENVIRONMENTAL CONSULTANT during the construction phase, and, in addition, by the exercise of ENVIRONMENTAL CONSULTANT's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Except when specified in the Service Order for projects that include abatement activities, ENVIRONMENTAL CONSULTANT will not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor will ENVIRONMENTAL CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor; provided, however, if ENVIRONMENTAL CONSULTANT observes a condition at the Project Site or Work being performed that in ENVIRONMENTAL CONSULTANT's opinion involves a matter

of safety at the Project, ENVIRONMENTAL CONSULTANT will promptly notify Contractor and PCCA about such matter for safety precautions and programs incident to Contractor's furnishing and performing the Work. Accordingly, ENVIRONMENTAL CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

6. *Project Monitoring.* ENVIRONMENTAL CONSULTANT will provide air monitoring activities for Project and/or Contractors employees as specified in applicable protocol or procedure documents.

7. *Defective Work.* ENVIRONMENTAL CONSULTANT will have the authority to reject Contractor's Work while it is in progress if, on the basis of such observations, ENVIRONMENTAL CONSULTANT believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENVIRONMENTAL CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to PCCA, as appropriate, and prepare Change Orders and Work Change Directives as authorized by PCCA.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approval or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENVIRONMENTAL CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENVIRONMENTAL CONSULTANT.

11. *Substitutes and "Or-Equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, subject to the provisions of paragraph A-2.02.B of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENVIRONMENTAL CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENVIRONMENTAL CONSULTANT is entitled to rely on the results of such tests.

13. *Disagreements between PCCA and Contractor.* If the Service Order provides, or is amended to provide, that ENVIRONMENTAL CONSULTANT will render a formal written decision on a particular disagreement, or on all claims of PCCA and Contractor relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's Work, then he will do so. In rendering such decision or decisions, ENVIRONMENTAL CONSULTANT will be fair and not show partiality to PCCA or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENVIRONMENTAL CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENVIRONMENTAL CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENVIRONMENTAL CONSULTANT's representation to PCCA, based on such observations and review, that, to the best of ENVIRONMENTAL CONSULTANT's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is ENVIRONMENTAL CONSULTANT's responsibility to observe Contractor's Work. In the case of unit price Work, ENVIRONMENTAL CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENVIRONMENTAL CONSULTANT contained in paragraph A-1.05.A.5.a are expressly subject to the limitations set forth in paragraph A-1.05.A.5.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENVIRONMENTAL CONSULTANT will not thereby be deemed to have represented that observations made by ENVIRONMENTAL CONSULTANT to check the performance or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENVIRONMENTAL CONSULTANT in this Agreement and the Contract Documents. Neither ENVIRONMENTAL CONSULTANT's review of Contractor's Work for the purpose of recommending payment nor ENVIRONMENTAL CONSULTANT's recommendation of any payment including final payment will impose on ENVIRONMENTAL CONSULTANT a responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose a responsibility on ENVIRONMENTAL CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to PCCA free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between PCCA and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents; certificates of inspection, tests and approvals; Shop Drawings; Samples; and other data approved as provided under paragraph A-1.05.A.10; and the annotated record documents assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENVIRONMENTAL CONSULTANT's review will be limited as provided in paragraph A-1.05.A.9.

c. ENVIRONMENTAL CONSULTANT will transmit these documents to PCCA.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with PCCA and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If ENVIRONMENTAL CONSULTANT considers the Work Substantially Complete, ENVIRONMENTAL CONSULTANT will prepare a Notice of Substantial Completion and submit same to PCCA for its review and approval.

17. *Additional Tasks.* Perform or provide additional construction phase tasks or deliverables stated in the Service Order.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENVIRONMENTAL CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENVIRONMENTAL CONSULTANT will also provide a notice in the form attached hereto as Exhibit F, "Notice of Acceptability of Work," that the Work is acceptable (subject to the provisions of paragraph A-1.05.A.14.b) to the best of ENVIRONMENTAL CONSULTANT's knowledge, information, and belief and based on the extent of the Services provided by ENVIRONMENTAL CONSULTANT under this Agreement.

B. *Duration of Construction Phase.* The construction phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENVIRONMENTAL CONSULTANT for final payment to Contractor. If the Project involves more than one prime contract as indicated in paragraph A-1.03.C, construction phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENVIRONMENTAL CONSULTANT is not responsible for the acts or omissions of any Contractor or of any of Contractor's subcontractors, suppliers, or of any other individual or entity performing or furnishing any portion of the Work. ENVIRONMENTAL CONSULTANT is not responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A-1.06 Post-Construction Phase

A. Upon written authorization from PCCA, ENVIRONMENTAL CONSULTANT, during the post-construction phase, will:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
2. Assist PCCA in training PCCA's staff to operate and maintain Project equipment and systems.
3. Assist PCCA in developing procedures for control of the operation and maintenance of and recordkeeping for Project equipment and systems.
4. Together with PCCA, visit the Project Site to observe any apparent defects in the Work, assist PCCA in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. Perform or provide additional post-construction phase tasks or deliverables stated in the Service Order.
6. In company with PCCA or PCCA's Representative, provide an inspection of the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

B. Post-construction phase Services may commence during the construction phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the correction period.

A-2.01 Additional Services Requiring PCCA's Authorization in Advance.

If authorized in the Service Order by PCCA, ENVIRONMENTAL CONSULTANT will furnish or obtain from others Additional Services of the types listed below. These services will be paid for by PCCA as indicated in Article 4 of the Agreement.

A. Preparation of applications and supporting documentation (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

B. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of Drawings or other information furnished by PCCA.

C. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENVIRONMENTAL CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, PCCA's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws or Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENVIRONMENTAL CONSULTANT's control.

D. Services resulting from PCCA's request to evaluate additional study and report phase alternative solutions beyond those identified in paragraph A-1.01.A.4.

E. Services required as a result of PCCA's providing incomplete or incorrect Project information with respect to Exhibit B.

F. Providing renderings or models for PCCA's use.

G. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting PCCA in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by PCCA.

H. Furnishing Services of ENVIRONMENTAL CONSULTANT's Other Consultants for other than Basic Services, including such things as hiring an independent cost estimator at PCCA request.

I. Services attributable to more prime construction contracts than specified in paragraph A-1.03.C.

J. Services during out-of-town travel required of ENVIRONMENTAL CONSULTANT other than for visits to the Site or PCCA's office.

K. Preparing for, coordinating with, participating in, and responding to structured independent review processes including, but not limited to, construction management, cost estimating, project peer review, and constructability review requested by PCCA, and performing or furnishing Services required to revise studies, reports, Drawings, Specifications, or other Bid Documents as a result of such review processes.

L. Preparing additional Bid or Contract Documents for alternate bids or prices requested by PCCA for the Work or a portion thereof.

M. Assistance in connection with Bid protests, re-bidding or renegotiating contracts for construction, materials, equipment, or services.

N. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A-1.05.A.5, and any type of property surveys or related consulting needed for the transfer of interests in real property; and providing other special field surveys.

O. Providing construction phase Services beyond the Contract Times set forth in Exhibit H.

P. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

Q. Preparing and furnishing to PCCA Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

R. Preparation of operation and maintenance manuals.

S. Preparing to serve or serving as a consultant or witness for PCCA in any litigation, arbitration, or other dispute resolution process related to the Project.

T. Providing more extensive Services required to enable ENVIRONMENTAL CONSULTANT to issue notices or certifications requested by PCCA under paragraph 6.01.G of the Agreement.

U. Other Services performed or furnished by ENVIRONMENTAL CONSULTANT not otherwise provided for in this Agreement.

A-2.02 Required Additional Services

ENVIRONMENTAL CONSULTANT will perform or furnish, without requesting or receiving specific advance authorization from PCCA, the Additional Services of the types listed below. ENVIRONMENTAL CONSULTANT will advise PCCA in writing promptly after starting any such Additional Services.

A. Services in connection with Work Change Directives and Change Orders to reflect changes requested by PCCA so as to make the compensation commensurate with the extent of the Additional Services rendered.

B. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items and Services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

C. ENVIRONMENTAL CONSULTANT agrees that, at the request of PCCA, the persons performing services in association with the attached Services Orders will be made available as witnesses in any litigation, hearing or proceeding to which PCCA is or may become a party, to explain or defend, as appropriate, any methods used by ENVIRONMENTAL CONSULTANT, or results or conclusions developed by Consultant, in connection with the Work. The fee or bill rate for these services shall be as set forth in the rate schedule attached as Exhibit C.

PCCA's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B-2.01 In addition to other responsibilities of PCCA as set forth in this Agreement, PCCA will:

A. Provide ENVIRONMENTAL CONSULTANT with criteria and information as to PCCA's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; furnish copies of all design and construction standards that PCCA will require to be included in the Drawings and Specifications; and furnish copies of PCCA's standard forms, conditions, and related documents for ENVIRONMENTAL CONSULTANT to include in the Bid Documents, when applicable.

B. Furnish to ENVIRONMENTAL CONSULTANT any other available information known to be in PCCA's possession pertinent to the Project including reports and data relative to previous designs or investigations at the Site, and PCCA is able to retrieve such information from its records.

C. Following ENVIRONMENTAL CONSULTANT's assessment of initially available Project information and data and upon a reasonable request, furnish or otherwise make available such additional Project-related information and data as is reasonably required to enable ENVIRONMENTAL CONSULTANT to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land-use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at the Site, or hydrographic surveys with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations, impact statements, and other environmental or cultural studies relevant to the Project and the Site.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENVIRONMENTAL CONSULTANT whenever PCCA observes or otherwise becomes aware of any defect or nonconformance in ENVIRONMENTAL CONSULTANT's Services.

E. Authorize ENVIRONMENTAL CONSULTANT to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for access to and make all provisions for ENVIRONMENTAL CONSULTANT to enter upon public and private property as required for ENVIRONMENTAL CONSULTANT to perform Services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENVIRONMENTAL CONSULTANT (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as PCCA deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENVIRONMENTAL CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required, for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as PCCA requires, Contractor raises, or ENVIRONMENTAL CONSULTANT reasonably requests including, but not limited to, the review of Contract Documents supplied by ENVIRONMENTAL CONSULTANT.

3. Such auditing services as PCCA requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENVIRONMENTAL CONSULTANT of the identity and scope of services of any independent consultants employed by PCCA to perform or furnish Services in regard to the Project including, but not limited to, cost estimating, project peer review, value engineering, and constructability review unless such Services are related to an issue under legal review.

K. Furnish to ENVIRONMENTAL CONSULTANT data as to PCCA's anticipated costs for Services to be provided by others for PCCA so that ENVIRONMENTAL CONSULTANT may make the necessary calculations to develop and periodically adjust ENVIRONMENTAL CONSULTANT's opinion of Total Project Costs.

L. ENVIRONMENTAL CONSULTANT will act as the PCCA Representative and Project Manager in accordance with the Agreement and the most current version of the PCCA Project Manual. However, David L. Krams, P.E., PCCA Director of Engineering Services, will, when Project circumstances or ENVIRONMENTAL CONSULTANT's Services require, have final authority over all decisions to be made by PCCA relative to the Project. If PCCA designates a construction manager or any individual or entity other than or in addition to ENVIRONMENTAL CONSULTANT to represent PCCA at the Site, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENVIRONMENTAL CONSULTANT will be defined and set forth in the Service Order or an appendix to the Service Order.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENVIRONMENTAL CONSULTANT, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set the duties, responsibilities, and authority of ENVIRONMENTAL CONSULTANT as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such Services begin.

N. Attend the pre-Bid conference, Bid opening, pre-construction conferences, construction progress and other Project-related meetings, and Substantial Completion and Final Acceptance inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of PCCA prior to their incorporation into the Work with appropriate professional interpretation thereof:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

P. Provide ENVIRONMENTAL CONSULTANT with the findings and reports generated by the entities providing services pursuant to paragraphs B-2.01.O.

Q. Perform or provide Additional Services stated in the Service Order.

Payments to ENVIRONMENTAL CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO THE ENVIRONMENTAL CONSULTANT

C-4.01 Basic Services Having a Determined Scope – Standard Hourly Rates Method of Payment.

PCCA will pay ENVIRONMENTAL CONSULTANT for Basic Services set forth in Exhibit A as follows:

A. An amount equal to the cumulative hours charged to the Project by each class of ENVIRONMENTAL CONSULTANT's employees' times Standard Hourly Rates for each applicable billing class for all Services performed on the Project, plus Reimbursable Expenses and ENVIRONMENTAL CONSULTANT's Other Consultant's charges, if any.

B. ENVIRONMENTAL CONSULTANT's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

C. The total compensation for Services under paragraph C-4.01 will be stated in each Service Order issued pursuant to this Agreement.

D. The total compensation for ENVIRONMENTAL CONSULTANT's Services incorporates all labor, overhead, profit, equipment, Reimbursable Expenses, and ENVIRONMENTAL CONSULTANT's Other Consultant's charges.

E. With approval of the PCCA's Director of Engineering Services, ENVIRONMENTAL CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with Services actually rendered. ENVIRONMENTAL CONSULTANT will not exceed the total estimated compensation amount unless approved in writing by PCCA.

F. The Standard Hourly Rates method of payment is established for the primary term of this Agreement. Should the time to complete the Work be extended beyond this period without fault on the part of ENVIRONMENTAL CONSULTANT, the total compensation to ENVIRONMENTAL CONSULTANT will be appropriately adjusted.

C-4.02 Additional Services

PCCA will pay ENVIRONMENTAL CONSULTANT for Additional Services of ENVIRONMENTAL CONSULTANT's employees engaged directly on the Project, pursuant to paragraph A-2.01 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of ENVIRONMENTAL CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project plus Reimbursable Expenses and ENVIRONMENTAL CONSULTANT's Other Consultant's charges, if any.

C-4.03 Reimbursable Expenses

A. When included as a part of Basic Services (Exhibit A, Part 1) or Additional Services (Exhibit A, Part 2), PCCA will pay ENVIRONMENTAL CONSULTANT for Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the categories described in Appendix 1 to this Exhibit C and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by PCCA, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to ENVIRONMENTAL CONSULTANT for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENVIRONMENTAL CONSULTANT. All invoiced external Reimbursable Expenses allocatable to the Project may be invoiced with a markup of 10% of actual cost to ENVIRONMENTAL CONSULTANT.

D. The Reimbursable Expenses Schedule is established for the primary term of this Agreement; provided, however, if the primary term of this Agreement is longer than one year, the Reimbursable Expenses Schedule may be adjusted annually to reflect equitable changes in the compensation payable to ENVIRONMENTAL CONSULTANT.

C-4.04 Standard Hourly Rates

The Standard Hourly Rates set forth in Appendix 2 to this Exhibit C are for salaries and wages paid to personnel in each billing class and the cost of customary and statutory benefits, general and administrative overhead, non-Project operating costs, and operating margin or profit.

C-4.05 Environmental Consultant's Other Consultant's Charges.

Whenever compensation to ENVIRONMENTAL CONSULTANT herein is stated to include charges of ENVIRONMENTAL CONSULTANT's Other Consultants, those charges will be the amounts billed by ENVIRONMENTAL CONSULTANT's Other Consultants to ENVIRONMENTAL CONSULTANT at actual cost to ENVIRONMENTAL CONSULTANT plus a markup of 5% . ENVIRONMENTAL CONSULTANT may use a markup of up to 10% if ENVIRONMENTAL CONSULTANT provides Professional Liability insurance that covers ENVIRONMENTAL CONSULTANT's Other Consultants in an amount approved by PCCA and can justify the additional markup.

C-4.06 Favored Rates

A. The execution of this Agreement by ENVIRONMENTAL CONSULTANT is a representation material to this Agreement that the hourly rates to be charged by ENVIRONMENTAL CONSULTANT set forth in this Exhibit C are equal to or less than the hourly rates charged by ENVIRONMENTAL CONSULTANT to public entities for the same or similar Services performed by ENVIRONMENTAL CONSULTANT within thirty (30) days prior to the effective date of this Agreement.

B. ENVIRONMENTAL CONSULTANT agrees that if, at any time after the effective date of the Agreement, ENVIRONMENTAL CONSULTANT agrees to charge or charges any other public entity in the Coastal Bend area or a Port Authority or Navigation District in the Texas Gulf Coast area an hourly rate or hourly rates for the same or similar Services performed by ENVIRONMENTAL CONSULTANT pursuant to this Agreement that is, or are, less than any of the Standard Hourly Rates set forth in Appendix 2 to this Exhibit C, then ENVIRONMENTAL CONSULTANT will, effective the date ENVIRONMENTAL CONSULTANT agrees to charge such lower rate or rates, adjust its hourly rate or rates being charged PCCA pursuant to the Agreement to such lower hourly rate or rates. ENVIRONMENTAL CONSULTANT's invoices for payment for Services will include an Application and Certification for Payment signed by ENVIRONMENTAL CONSULTANT and ENVIRONMENTAL CONSULTANT's Consultants that the rates charged PCCA by ENVIRONMENTAL CONSULTANT (which, as defined in this Agreement, includes ENVIRONMENTAL CONSULTANT's independent associates, Other Consultants, subcontractors, or vendors) are equal to or less than hourly rates charged public entities in the Coastal Bend area or a Port Authority or Navigation District in the Texas Gulf Coast area by ENVIRONMENTAL CONSULTANT for the same or similar Services provided by ENVIRONMENTAL CONSULTANT to PCCA. A sample Application and Certification for Payment form is attached to Master Agreement No. 04-14 as Appendix 3 to Exhibit C. If ENVIRONMENTAL CONSULTANT charges rates in excess of the rates agreed to be charged in this Agreement, then PCCA may recover from ENVIRONMENTAL CONSULTANT the excess charged and paid by PCCA to ENVIRONMENTAL CONSULTANT by deducting such excess from sums to be paid to ENVIRONMENTAL CONSULTANT by PCCA or by PCCA submitting an invoice to ENVIRONMENTAL CONSULTANT for the overcharges.

C-4.07 Other Provisions Concerning Payment

A. Progress Payments. During the billing period, the portion of the amounts billed for ENVIRONMENTAL CONSULTANT's Services that are related to the Services identified in paragraphs C-4.01 and C-4.02, will be based on the cumulative hours charged to the Project by each class of ENVIRONMENTAL CONSULTANT's employees times the Standard Hourly Rate for each class plus Reimbursable Expenses and ENVIRONMENTAL CONSULTANT's Other Consultant's charges, if any.

B. Extended Contract Times. Should the Contract Times to complete the Services be extended beyond the period identified in the Service Order, payment for ENVIRONMENTAL CONSULTANT's Services will be continued based on the Standard Hourly Rates method of payment in the Service Order.

Reimbursable Expenses Schedule

This Schedule of Reimbursable Expenses is subject to review and may be adjusted pursuant to Exhibit C to this Agreement. The Reimbursable Expenses Schedule for Services performed on the effective date of the Agreement is:

Fax \$ 1.00 /Page

Copies 8½" x 11" \$ 0.10 /Page

Copies of Drawings 24" x 36" \$ 20.00 /Sheet

Copies of Drawings 11" x 17" \$ 0.10 /Sheet

Mileage \$ 0.56 /Mile

Confined Space Equipment \$ NA /Hour

CAD Charge \$ 55.00 /Hour

Soil Gas Kit \$ 20.00 /Hour

Laboratory \$ NA /Hour

Outside Consultants
At Cost + 5% *
At Cost + 10% **

* (If E&O Insurance Coverage is not provided)

** (If E&O Insurance Coverage is provided)

Long Distance Phone Calls At Cost

Meals & Lodging At Cost

Diaphragm Pump \$ 25.00 /Day

Depth to Water Meter \$ 5.00 /Day

Drager Pump (Tubes cost + 10%) \$ 10.00 /Day

pH/Conductivity Meter \$ 20.00 /Day

Bailers (per bailer) \$ 12.00 /Day

Peristaltic Pump \$ 20.00 /Day

Flame Ionization Detector \$ 100.00 /Day

Product Interface Probe \$ 25.00 /Day

Soil Vapor Survey Equipment \$ 200.00 /Day

PPE \$ 25.00 /Day

.45 Micron in-line filter (per filter) \$ 20.00 /Day

Oxygen/LEL/Combustible Gas Meter	\$ <u>100.00</u> /Day
10 lb. Fire Extinguisher	\$ <u>2.50</u> /Day
Survey Equipment	\$ <u>25.00</u> /Day
Dissolved Oxygen Meter	\$ <u>50.00</u> /Day
ORP Meter	\$ <u>50.00</u> /Day
PSH Recovery System	\$ <u>1,050.00</u> /Weekly
	\$ <u>250.00</u> /Day
Submersible Pump	\$ <u>100.00</u> /Day
QED Micro Purge Sampling Equipment Includes product interface probe, pump and controller, drawdown controller, multi-parameter water quality meter and flow cell	\$ <u>200.00</u> /Day
Micro Purge Disposable Bladder and Tubing (per well)	\$ <u>20.00</u> /Day
Hydro-Lab Multi-Parameter Water Quality Meter	\$ <u>100.00</u> /Day
Soil Sampling Auger Kit	\$ <u>100.00</u> /Day
Level Loggers Includes two loggers with barometer and Laptop computer	\$ <u>200.00</u> /Day
Schonstedt 5IBX Locator	\$ <u>100.00</u> /Day
Infra-Red Thermometer / Misc.	\$ <u>5.00</u> /Day
Lawn Mower	\$ <u>100.00</u> /Day
Utility Trailer	\$ <u>25.00</u> /Day
Turbidity Meter	\$ <u>25.00</u> /Day
Low Flow Sampling Tube	\$ <u>100.00</u> /Day
Company Truck Rental	\$ <u>50.00</u> /Day
Barricades	\$ <u>30.00</u> /Day
GeoDurham Low Flow Sampling Controller and Pumps	\$ <u>125.00</u> /Day
Weed Eater	\$ <u>5.00</u> /Day
Locks	\$ <u>25.00</u> /Day

Tent	\$ <u>10.00</u> /Day
300 Gallon Poly Storage Tank	\$ <u>25.00</u> /Day
Hi-Conc 02 Meter	\$ <u>100.00</u> /Day
12 Volt Purge Pump	\$ <u>25.00</u> /Day
55 Gallon Steel Drum	\$ <u>55.00</u> /Day
Field Book	\$ <u>25.00</u> /Day
Waste Level Meter x 1000'	\$ <u>50.00</u> /Day
GPS	\$ <u>25.00</u> /Day
H2S Monitor	\$ <u>5.00</u> /Day

Standard Hourly Rates Schedule

The Standard Hourly Rates Schedule is subject to review and may be adjusted pursuant to Exhibit C to the Agreement. The Standard Hourly Rates Schedule for Services performed on the effective date of the Agreement is:

<u>Title</u>	<u>Billing Rate</u>
Clerical	\$ <u>50</u> /Hour
Drafting	\$ <u>55</u> /Hour
Staff Scientist / Technician	\$ <u>55</u> /Hour
Project Scientist	\$ <u>80</u> /Hour
Senior Scientist	\$ <u>110</u> /Hour
Project Manager	\$ <u>125</u> /Hour
Principal Engineer / Hydrogeologist	\$ <u>135</u> /Hour

Application and Certification for Payment

See attached sample Application and Certification for Payment.

APPLICATION AND CERTIFICATION FOR PAYMENT

To PCCA:	Port of Corpus Christi Authority P. O. Box 1541 Corpus Christi, TX 78403	Project No.: _____ Project Title: _____ _____	Master Agreement No.: _____ Service Order No.: _____ Application Date: _____
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From ENVIRONMENTAL CONSULTANT: _____

ENVIRONMENTAL CONSULTANT'S APPLICATION FOR PAYMENT

Application is made for payment as shown below:

- | | | |
|----|---|----------|
| 1. | Total Amount of Payment for this Service Order (If required) | \$ _____ |
| 2. | Total Amount of Payment for this Application | \$ _____ |
| 3. | Total Amount of Previous Payments for this Service Order | \$ _____ |
| 4. | Total Amount of Payment for this Service Order To Date
(Item 2 + Item 3) | \$ _____ |

ENVIRONMENTAL CONSULTANT hereby certifies that the rates charged on this invoice are equal to or less than rates charged to public entities in the Coastal Bend area or a Port Authority or Navigation District in the Texas Gulf Coast area by ENVIRONMENTAL CONSULTANT for the same or similar Services provided by ENVIRONMENTAL CONSULTANT to PCCA. If ENVIRONMENTAL CONSULTANT charges rates less than rates charged to public entities in the Coastal Bend area or a Port Authority or Navigation District in the Texas Gulf Coast area as agreed to in this Agreement, then PCCA may recover from ENVIRONMENTAL CONSULTANT the excess charged and paid by PCCA to ENVIRONMENTAL CONSULTANT by deducting such excess from sums to be paid to ENVIRONMENTAL CONSULTANT by PCCA or by PCCA submitting an invoice to ENVIRONMENTAL CONSULTANT for the overcharges.

By: _____

Name: _____

Title: _____

State of Texas §

 §

County of Nueces §

Sworn to and subscribed before me on the ____ day of _____ 20__.

(Seal)

ENVIRONMENTAL CONSULTANT'S CERTIFICATION FOR PAYMENT

Notary Public, State of Texas

**“Duties, Responsibilities, and Limitations of Authority
Of Resident Project Representative”**

Paragraph 6.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

D-6.02 Resident Project Representative

A. ENVIRONMENTAL CONSULTANT may, with prior written consent of PCCA, furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENVIRONMENTAL CONSULTANT in observing progress and performance of the Work. ENVIRONMENTAL CONSULTANT’s RPR, assistants, and other field staff may provide full-time representation or representation to a lesser degree.

B. Through such additional observations of Contractor’s Work in progress and field checks of materials and equipment by the RPR and assistants, ENVIRONMENTAL CONSULTANT will endeavor to provide further protection for PCCA against defects and deficiencies in the Work. However, ENVIRONMENTAL CONSULTANT or his PRP will not, during such visits or as a result of such observations of Contractor’s Work in progress, supervise, direct, or have control over the Contractor’s Work nor will ENVIRONMENTAL CONSULTANT or his PRP have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work or responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Section A-1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENVIRONMENTAL CONSULTANT in the Agreement with PCCA and in the Contract Documents, and are further limited and described as follows:

1. *General.* RPR is ENVIRONMENTAL CONSULTANT’s agent at the Site, will act as directed by and under the supervision of ENVIRONMENTAL CONSULTANT, and will confer with ENVIRONMENTAL CONSULTANT regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s Work in progress will, in general, be with ENVIRONMENTAL CONSULTANT and Contractor, keeping PCCA advised as necessary. RPR’s dealings with Contractor’s subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will generally communicate with PCCA with the knowledge of and under the direction of ENVIRONMENTAL CONSULTANT.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENVIRONMENTAL CONSULTANT concerning acceptability.

3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison.*

a. Serve as ENVIRONMENTAL CONSULTANT’s liaison with Contractor, working principally through Contractor’s superintendent, and assist in understanding the intent of the Contract Documents.

b. Assist ENVIRONMENTAL CONSULTANT in serving as PCCA’s liaison with Contractor when Contractor’s operations affect PCCA’s on-site operations.

- c. Assist in obtaining from PCCA additional details or information, when required, for proper execution of the Work.
- 5. *Interpretation of Contract Documents.* Report to ENVIRONMENTAL CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENVIRONMENTAL CONSULTANT.
- 6. *Shop Drawings and Samples.*
 - a. Record time of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor and notify CONSULTANT of availability of Samples for examination.
 - c. Advise ENVIRONMENTAL CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENVIRONMENTAL CONSULTANT.
- 7. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENVIRONMENTAL CONSULTANT. Transmit to Contractor in writing decisions as issued by ENVIRONMENTAL CONSULTANT.
- 8. *Review of Work and Rejection of Defective Work.*
 - a. Conduct on-site observations of Contractor's Work in progress to assist ENVIRONMENTAL CONSULTANT in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b. Report to ENVIRONMENTAL CONSULTANT whenever RPR believes that any part of Contractor's Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENVIRONMENTAL CONSULTANT of that part of the Work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- 9. *Inspections, Tests, and System Startups.*
 - a. Consult with ENVIRONMENTAL CONSULTANT in advance of scheduled major inspections, tests, and system startups of important phases of the Work.
 - b. Confirm that tests, equipment, systems startups, and operating and maintenance training are conducted in the presence of appropriate PCCA personnel and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENVIRONMENTAL CONSULTANT appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENVIRONMENTAL CONSULTANT.

10. *Records.*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENVIRONMENTAL CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site; weather conditions; data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions; Site visitors; daily activities; decisions; observations in general; and specific observations in more detail as in the case of observing test procedures; send copies to ENVIRONMENTAL CONSULTANT.

c. Record names, addresses, and telephone numbers of all Contractors, their subcontractors, and major suppliers of materials and equipment.

d. Maintain complete records for use in preparing Project documentation including chain of custodies.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENVIRONMENTAL CONSULTANT.

11. *Reports.*

a. Furnish to ENVIRONMENTAL CONSULTANT periodic reports of the Work as required by the Project and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to ENVIRONMENTAL CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to ENVIRONMENTAL CONSULTANT and PCCA copies of all inspection, test, and system startup reports.

d. Report immediately to ENVIRONMENTAL CONSULTANT the occurrence of any accidents at the Site, any Hazardous Environmental Conditions, emergencies, acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests.* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENVIRONMENTAL CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered to the Site but not incorporated into the Work.

13. *Certificates; Operation and Maintenance Manuals.* During the course of the Work, confirm that materials and equipment certifications, operations and maintenance manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENVIRONMENTAL CONSULTANT for review and forwarding to PCCA prior to payment for that part of the Work.

14. Completion:

a. Before ENVIRONMENTAL CONSULTANT issues a Notice of Substantial Completion for review and approval by PCCA, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations including, but not limited to, those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENVIRONMENTAL CONSULTANT, PCCA, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENVIRONMENTAL CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENVIRONMENTAL CONSULTANT's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's Work unless such advice or direction are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of PCCA or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENVIRONMENTAL CONSULTANT.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize PCCA to occupy the Project in whole or in part.

**“Duties, Responsibilities, and Limitations of Authority
Of Resident Project Representative on Abatement Projects”**

Paragraph 6.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

E-6.02 Resident Project Representative on Abatement Projects

A. ENVIRONMENTAL CONSULTANT will furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENVIRONMENTAL CONSULTANT in observing progress and performance of the Work. ENVIRONMENTAL CONSULTANT’s RPR, assistants, and other field staff may provide full-time representation or representation to a lesser degree as is determined appropriate by ENVIRONMENTAL CONSULTANT as is required by law for project management during abatement contracts.

B. Through such additional observations of Contractor’s Work in progress and field checks of materials and equipment by the RPR and assistants, ENVIRONMENTAL CONSULTANT will endeavor to provide further protection for PCCA against defects and deficiencies in the Work. However, ENVIRONMENTAL CONSULTANT will, during such visits or as a result of such observations of Contractor’s Work in progress, supervise, direct, or have control over the Contractor’s Work and ENVIRONMENTAL CONSULTANT will have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work or responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of ENVIRONMENTAL CONSULTANT in the Agreement with PCCA and in the Contract Documents, and are further limited and described as follows:

1. *General.* RPR is ENVIRONMENTAL CONSULTANT’s agent at the Site, will act as directed by and under the supervision of ENVIRONMENTAL CONSULTANT, and will confer with ENVIRONMENTAL CONSULTANT regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s Work in progress will, in general, be with ENVIRONMENTAL CONSULTANT and Contractor, keeping PCCA advised as necessary. RPR’s dealings with subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will generally communicate with PCCA with the knowledge of and under the direction of ENVIRONMENTAL CONSULTANT.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENVIRONMENTAL CONSULTANT concerning acceptability.

3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Certify Training.* Review training certificates for Contractor and Contractor’s employees and subcontractors and their employees, and verify appropriate training received in accordance with applicable rules and regulations.

5. *Liaison.*

a. Serve as ENVIRONMENTAL CONSULTANT’s liaison with Contractor, working principally through Contractor’s superintendent, and assist in understanding the intent of the Contract Documents.

- b. Assist ENVIRONMENTAL CONSULTANT in serving as PCCA's liaison with Contractor when Contractor's operations affect PCCA's on-site operations.
 - c. Assist in obtaining from PCCA additional details or information, when required, for proper execution of the Work.
- 6. *Interpretation of Contract Documents.* Report to ENVIRONMENTAL CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENVIRONMENTAL CONSULTANT.
- 7. *Review of Plans and Methodology.* Review abatement and/or removal plans and methodologies provided by Contractor for conformance to applicable standards. Review Hazardous Waste Management Plan provided by Contractor and monitor for compliance with applicable rules and regulations.
- 8. *Shop Drawings and Samples.*
 - a. Record time of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor and notify CONSULTANT of availability of Samples for examination.
 - c. Advise ENVIRONMENTAL CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENVIRONMENTAL CONSULTANT.
- 9. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENVIRONMENTAL CONSULTANT. Transmit to Contractor in writing decisions as issued by ENVIRONMENTAL CONSULTANT.
- 10. *Review of Work and Rejection of Defective Work.*
 - a. Conduct on-site observations of Contractor's Work in progress to assist ENVIRONMENTAL CONSULTANT in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b. Report to ENVIRONMENTAL CONSULTANT whenever RPR believes that any part of Contractor's Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENVIRONMENTAL CONSULTANT of that part of the Work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - c. Report to ENVIRONMENTAL CONSULTANT and Contractor when sampling results exceed permissible standards and verify Contractor takes immediate and appropriate measures to correct the situation.
- 11. *Inspections, Tests, and System Startups.*

- a. Consult with ENVIRONMENTAL CONSULTANT in advance of scheduled major inspections, tests, and system startups of important phases of the Work.
- b. Confirm that tests, equipment, systems startups, and operating and maintenance training are conducted in the presence of appropriate PCCA personnel and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENVIRONMENTAL CONSULTANT appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENVIRONMENTAL CONSULTANT.

12. *Records.*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENVIRONMENTAL CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site; weather conditions; data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions; Site visitors; daily activities; decisions; observations in general; and specific observations in more detail as in the case of observing test procedures; send copies to ENVIRONMENTAL CONSULTANT.
- c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain complete records for use in preparing Project documentation including chain of custodies.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENVIRONMENTAL CONSULTANT.

13. *Reports.*

- a. Furnish to ENVIRONMENTAL CONSULTANT periodic reports of the Work as required by the Project and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENVIRONMENTAL CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENVIRONMENTAL CONSULTANT and PCCA copies of all inspection, test, and system startup reports.
- d. Report immediately to ENVIRONMENTAL CONSULTANT the occurrence of any accidents at the Site, any Hazardous Environmental Conditions, emergencies, acts of God endangering the Work, and property damaged by fire or other causes.

14. *Payment Requests.* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENVIRONMENTAL CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered to the Site but not incorporated into the Work.

15. *Certificates; Operation and Maintenance Manuals.* During the course of the Work, confirm that materials and equipment certifications, operations and maintenance manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENVIRONMENTAL CONSULTANT for review and forwarding to PCCA prior to payment for that part of the Work.

16. *Completion:*

a. Before ENVIRONMENTAL CONSULTANT issues a Notice of Substantial Completion for review and approval by PCCA, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations including, but not limited to, those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENVIRONMENTAL CONSULTANT, PCCA, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENVIRONMENTAL CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENVIRONMENTAL CONSULTANT's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's Work unless such advice or direction are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of PCCA or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENVIRONMENTAL CONSULTANT.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize PCCA to occupy the Project in whole or in part.

Notice of Acceptability of Work

PROJECT TITLE:

PCCA PROJECT NUMBER:

MASTER AGREEMENT NO.:

SERVICE ORDER NO.:

DATE OF CONSTRUCTION AGREEMENT:

ENVIRONMENTAL CONSULTANT:

To: PCCA

And To: *(Insert name of Contractor)*

The undersigned (ENVIRONMENTAL CONSULTANT) hereby gives notice to the above PCCA and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, and the terms and conditions set forth on the reverse side hereof. ENVIRONMENTAL CONSULTANT further recommends PCCA issue a Notice of Final Acceptance to the Contractor.

Company:_____

By:_____

Name:_____

Title:_____

Date:_____

(See Reverse Side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the consulting profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENVIRONMENTAL CONSULTANT.
3. Said Notice is given as to the best of ENVIRONMENTAL CONSULTANT's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the Scope of Services ENVIRONMENTAL CONSULTANT has been employed by PCCA to perform or furnish during construction of the Project (including observation of the Contractor's Work) under ENVIRONMENTAL CONSULTANT's Agreement with PCCA and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENVIRONMENTAL CONSULTANT's knowledge or could reasonably have been ascertained by ENVIRONMENTAL CONSULTANT as a result of carrying out the responsibilities specifically assigned to ENVIRONMENTAL CONSULTANT under ENVIRONMENTAL CONSULTANT's Agreement with PCCA and the Construction Contract referenced on the reverse hereof.
5. Said Notice affirms Contractor's performance under the Construction Contract referenced on the reverse hereof but is not an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.
6. Said Notice affirms that the design of the Project complies with all City of Corpus Christi building codes regardless of whether or not the Project is located within the city limits of the City of Corpus Christi.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties. A Certificate of Insurance must be issued upon issuance of each Service Order.

G-6.05 Insurance

The limits of liability for the insurance required by paragraph 6.05 of the Agreement are as follows:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
A. Workers' Compensation	Statutory
B. Employer's Liability	\$1,000,000
C. Commercial General Liability	\$1,000,000 (<i>Any One Occurrence</i>) \$2,000,000 (<i>Aggregate</i>)
Such policy will provide evidence of contractual liability at the aforementioned limits. The Aggregate limit is per Project. The coverage will cover Products and Completed Operations.	
D. Business Automobile Liability	\$1,000,000 (<i>CSL, Each Accident</i>)
Automobile liability coverage will include <u>all</u> owned, non-owned, and hired vehicles.	
E. Professional Liability Insurance (E&O) Effective Through:	\$2,000,000 (<i>Per Claim</i>) Primary Term and Any Extension of this Agreement
CONSULTANT will procure and maintain professional liability insurance for protection from claims arising out of performance of Professional Services caused by a negligent error, omission, or act for which the insured is legally liable. Such professional liability insurance will provide and maintain in full force and effect coverage in such amounts with deductible provisions that must be approved by PCCA in writing and for such period of time as set forth above. If required, a copy of the policy will be delivered to PCCA.	
F. Umbrella Liability	\$5,000,000
Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.	
G. Contractor's Pollution Legal Liability	\$5,000,000

PCCA Certificate of Insurance

An executed copy of the Certificate(s) of Insurance must be provided to PCCA for each Service Order which certificate(s) must be approved by, and on file with, the Texas Insurance Commission, and must be reasonably acceptable in their content, to PCCA.

Service Order Form

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
SERVICE ORDER NO. *(Insert Service Order number)*
MASTER AGREEMENT NO. *(Insert Master Agreement number)*
PROJECT NO. *(Insert Project number)***

Pursuant to PCCA Master Agreement No. *(Insert Master Agreement number)* between Port of Corpus Christi Authority of Nueces County, Texas ("PCCA") and *(Insert name of ENVIRONMENTAL CONSULTANT)* ("ENVIRONMENTAL CONSULTANT"), ENVIRONMENTAL CONSULTANT will provide the Basic and Additional Services set forth in Exhibit A of Master Agreement No. *(Insert Master Agreement number)* in accordance with any additions or deletions to the same or any Services different from those described in the said Exhibit A, in this Service Order. This Service Order modifies or amends PCCA Master Agreement No. *(Insert Master Agreement number)*, the provisions of which not specifically amended by this Service Order will remain in effect.

Description of Project:

(Insert a brief paragraph that includes the Project number and title, a description of the Project, and list the amount specific to this Service Order. A more detailed description of the Project may be included if desired as Appendix I, attached hereto and included herein by reference for all purposes.)

Project Contact for PCCA:

Project Contact
For ENVIRONMENTAL CONSULTANT:

Project Manager: *(Insert name of Project Manager)*

Project Manger: *(Insert name of Project Manager)*

Phone Number: *(Insert Project Manager's phone number)*

Phone Number: *(Insert Project Manager's phone number)*

Scope of Services:

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

1. Study/Report Phase.
2. Preliminary Design Phase.
3. Final Design Phase.

Service Schedule:

(If deadlines are required, describe them here.)

Deliverables:

(Insert numbered list of deliverables to be provided by ENVIRONMENTAL CONSULTANT.)

(List names and addresses of all Other Consultants and subcontractors ENVIRONMENTAL CONSULTANT will employ on this Project.)

Project Team:

(List names and titles of individuals that will work on this Project.)

Compensation:

In accordance with Article 4 of Master Agreement No. *(Insert Master Agreement number)* and negotiations between the parties, ENVIRONMENTAL CONSULTANT will be compensated pursuant to this Service Order as follows:

Report & Study Phase	\$ _____
Preliminary Design Phase	\$ _____
Final Design Phase	\$ _____
Total Compensation for Services per Exhibit C-4.01 not to exceed	\$ _____
Contingency (<i>PCCA Approval Required</i>)	\$ _____

Reimbursement:

The following applies to expenses reimbursed under this Service Order:

Invoices: ENVIRONMENTAL CONSULTANT will submit invoices to PCCA (*Insert whether monthly, upon completion of each task, or other payment schedule*) in accordance with the fee schedule set forth in this Agreement. Requests for payment must be supported by documentation such as invoices, receipts, statements, stubs, tickets, time sheets, and any other documentation that, in the reasonable judgment of PCCA, provides complete substantiation of Reimbursable Expenses incurred by ENVIRONMENTAL CONSULTANT. All deliverables and reimbursement documents submitted to PCCA must prominently display PCCA Master Agreement No. (*Insert Master Agreement number*), Service Order No. (*Insert Service Order number*).

Funding Agency: (*Insert name of outside funding agency, if any*)

Termination or Interpretation of Services:

PCCA reserves the right to halt or defer all or any portion of the Services included in the Scope of Services for this Service Order at any time during the performance period. If the Services are halted or deferred, the parties agree that the schedule and budget may require renegotiation.

Amendments to Service Order:

Material changes to this Service Order may be made only by written agreement of the parties to the Agreement. All provisions of PCCA Master Agreement No. (*Insert Master Agreement number*) not specifically amended by this Service Order will remain in force and effect.

Material Changes to Master Agreement:

All provisions of PCCA Master Agreement No. (*Insert Master Agreement number*) are in full force and effect except for the following changes:

(Insert changes if applicable, if no changes end sentence and remove language "except for the following changes")

Effective on the date executed by the last party to this Service Order.

**Port of Corpus Christi Authority of
of Nueces County, Texas**

By: _____

Name: David L. Krams, P.E.

Title: Director of Engineering Services

Date of Execution: _____

“PCCA”

(Insert name of ENVIRONMENTAL CONSULTANT)

By: _____

Name: _____

Title: _____

Date of Execution: _____

“ENVIRONMENTAL CONSULTANT”

**SERVICE ORDER NO. 1
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER AGREEMENT NO. 04-14 ROSENGARTEN, SMITH & ASSOCIATES, INC.
PROJECT NO. 14-047A**

Pursuant to PCCA Master Agreement No. 04-14 between Port of Corpus Christi Authority of Nueces County, Texas ("PCCA") and Rosengarten, Smith & Associates, Inc. ("ENVIRONMENTAL CONSULTANT"), ENVIRONMENTAL CONSULTANT will provide the Basic and Additional Services set forth in Exhibit A of Master Agreement No. 04-14 in accordance with any additions or deletions to the same or any Services different from those described in the said Exhibit A, in this Service Order. This Service Order modifies or amends PCCA Master Agreement No. 04-14, the provisions of which not specifically amended by this Service Order will remain in effect. Work will be completed on a time and materials basis with a not to exceed budget as stated herein.

Description of Project:

ENVIRONMENTAL CONSULTANT will provide sample collection, analytical testing, and reporting services in accordance with the approved Sampling and Analysis Plan (SAP) from the U.S. Army Corps of Engineers (USACE) for the La Quinta Gateway Terminal Project. The SAP recommended that 7 sediment, 3 water, and 3 elutriate samples be collected and analyzed for specific lists of parameters. This work plan is to collect and analyze the samples according to the approved SAP.

Project Contact for PCCA:

Project Manager: Dan Koesema

Phone Number: (361) 885-6138

Project Contact for ENVIRONMENTAL CONSULTANT:

Project Manager: Carl A. Teinert, P.G.

Phone Number: (361) 299-2664

Scope of Services:

1. Study/Report Phase

A. Planning and Coordination - ENVIRONMENTAL CONSULTANT will prepare a project specific job safety analysis (JSA) form for the project field work. The form will become a part of ENVIRONMENTAL CONSULTANT's health and safety plan that accompanies project workers in the field. This JSA will be used for the daily tailgate safety meeting. ENVIRONMENTAL CONSULTANT will coordinate subcontractor services [barge operator, driller (Professional Service Industries, Inc.) and the laboratory (TestAmerica)] and the project field dates with PCCA.

B. Sampling and Testing - Professional Service Industries, Inc. (PSI) will have its drilling equipment secured on a barge and then transported to the project location adjacent the San Patricio Turning Basin south of the La Quinta Gateway Terminal site. The barge will be placed and anchored over the boring locations as presented in the SAP. Seven boring locations are planned.

After setting on the boring location, ENVIRONMENTAL CONSULTANT will confirm and record the coordinates of the boring location and measure the depth to the sediment.

Where water samples will be collected, ENVIRONMENTAL CONSULTANT will lower a 12-volt submersible pump one-half the distance between the water surface and the top of the sediment. ENVIRONMENTAL CONSULTANT will purge five volumes of the pump and discharge tubing before collecting water into containers provided by the laboratory. Sufficient sample volume will be collected for both water and elutriate analyses. The sample containers will be labeled and placed into a cooler with ice. Clean, unused, tubing (food grade) will be used for each water sample collected.

After collecting water samples, PSI will then drill the soil boring. Continuous soil samples will be collected from the sediment surface to total depth [approximately -51 feet mean low tide (MLT)]. ENVIRONMENTAL CONSULTANT will record information about the sediment type, structure, color, and odor on a soil boring log.

Sediment samples will be collected for chemical analyses from the water/sediment interface to total depth of the boring. Sediment from each of the core sections will be placed into clean bulk containers. After the total depth has been reached and sufficient sediment has been collected, the sediment will be thoroughly mixed before being placed into the appropriate containers provided by the laboratory. The sediment samples will be labeled and placed into a cooler with ice.

ENVIRONMENTAL CONSULTANT will collect matrix spike (MS), matrix spike duplicate (MSD), field duplicates, and equipment blank samples at a frequency required to meet USACE requirements.

ENVIRONMENTAL CONSULTANT and PSI will decontaminate sampling equipment between samples by washing with a non-phosphate detergent solution, rinsing with de-ionized water, rinsing with isopropyl alcohol, and then rinsing with de-ionized water. The sampler will wear nitrile gloves during sampling activities and will change gloves between samples.

All samples will be shipped to the appropriate TestAmerica Laboratory, Inc. (TestAmerica) facility with the proper chain of custody documentation. TestAmerica is a NELAP accredited laboratory and the Pittsburgh facility is experienced with USACE project methods and requirements.

The sediment, water, and elutriate samples will be analyzed for the parameters identified in the enclosed Tables 3 and 4 of the approved *Sampling and Analysis Plan – Port of Corpus Christi – La Quinta Gateway Terminal, September 22, 2014*.

ENVIRONMENTAL CONSULTANT will request that all samples be analyzed on a normal turnaround time.

ENVIRONMENTAL CONSULTANT will document all field activities in the field logbook.

C. As a separate sampling activity for PCCA's use, ENVIRONMENTAL CONSULTANT will collect a representative sample in each boring from sediments between -51 to -56 feet MLT. After collecting these individual samples, ENVIRONMENTAL CONSULTANT will prepare two composite samples (representative samples from four borings in one composite and three representative samples for the other composite) for chemical analyses. These analytical results will be reported separately to PCCA and not included in the report to be submitted to the USACE.

D. Report - ENVIRONMENTAL CONSULTANT will prepare a report following the guidelines of the USACE. The report will summarize the field activities and report the chemical concentrations relative to the screening benchmarks. The report will include a data summary table, sample location map, and laboratory reports. Any variance from the approved sampling and analysis plan, including field work and analytical procedures will be included in the report along with an explanation of the variance and any impact to the validity of the analytical data related to the intended use. A copy of the ENVIRONMENTAL CONSULTANT's field notes will be included as appendix to the report or provided to PCCA under separate cover.

E. The analytical data for the two special composite samples will be provided to the PCCA in a separate letter report.

2. Preliminary Design Phase

3. Final Design Phase

Service Schedule:

ENVIRONMENTAL CONSULTANT will coordinate the project work with PSI to complete the sampling as soon as a barge is available and all sampling supplies have been received. Field work is anticipated to take approximately seven days provide weather conditions allow work to precede without delay.

Draft Reports will be provided to PCCA for review within XX [days/weeks] of receipt of the final certified analytical results from the laboratory.

A Final Reports, incorporating or addressing PCCA comments, will be submitted within two weeks of receipt of PCCA's comments.

Deliverables

ENVIRONMENTAL CONSULTANT will provide the following deliverables:

- Draft Sampling and Analytical Report in electronic portable document file (PDF) format.
- Draft Letter Report in electronic PDF format
- Final Sampling and Analytical Report in bound hard copy (four copies) and electronic PDF format.
- Final Letter Report in hard copy (four copies) and electronic PDF format

Final reports will be sealed by a Registered Professional Engineer, licensed to practice in the State of Texas.

Subcontractors to be used on this project include the following:

Professional Service Industries, Inc.
810 S. Padre Island Dr.
Corpus Christi, Texas 78416

TestAmerica
1733 N Padre Island Dr.
Corpus Christi, TX 78408

Compensation:

In accordance with Article 4 of Master Agreement No. 04-14 and negotiations between the parties, ENVIRONMENTAL CONSULTANT will be compensated pursuant to this Service Order as follows:

Report & Study Phase	\$ <u>169,558</u>
Preliminary Design Phase	\$ <u>0</u>
Final Design Phase	\$ <u>0</u>
Total Compensation for Services per Exhibit C-4.01 not to exceed	\$ <u>169,558</u>
Contingency (<i>PCCA Approval Required</i>)	\$ <u>16,800</u>

(Contingency includes any standby time, should it be required, for weather delays impacting barge mounted drilling operations, to be billed at a rate not to exceed \$1,400 per hour.)

Reimbursement:

The following applies to expenses reimbursed under this Service Order:

Invoices: ENVIRONMENTAL CONSULTANT will submit invoices to PCCA monthly in accordance with the fee schedule set forth in this Agreement. Requests for payment must be supported by documentation such as invoices, receipts, statements, stubs, tickets, time sheets, and any other documentation that, in the reasonable judgment of PCCA, provides complete substantiation of Reimbursable Expenses incurred by ENVIRONMENTAL CONSULTANT. All deliverables and reimbursement documents submitted to PCCA must prominently display PCCA Master Agreement No. 04-14, Service Order No. 1.

Termination or Interpretation of Services:

PCCA reserves the right to halt or defer all or any portion of the Services included in the Scope of Services for this Service Order at any time during the performance period. If the Services are halted or deferred, the parties agree that the schedule and budget may require renegotiation.

Amendments to Service Order:

Material changes to this Service Order may be made only by written agreement of the parties to the Agreement. All provisions of PCCA Master Agreement No. 04-14 not specifically amended by this Service Order will remain in force and effect.

Material Changes to Master Agreement:

All provisions of PCCA Master Agreement No. 04-14 are in full force and effect except for the following changes:

As per Exhibit C-6.05, of Master Agreement 04-14, PCCA requests ENVIRONMENTAL CONSULTANT to provide additional insurance coverage of Maritime Employers Liability Insurance of not less than \$500,000. Such coverage will include, but not be limited to, transportation, wages, maintenance and cure, as well as any other liabilities arising under such maritime employment.

Effective on the date executed by the last party to this Service Order.

**Port of Corpus Christi Authority of
of Nueces County, Texas**

By: _____

Name: David L. Krams, P.E.

Title: Director of Engineering Services

Date of Execution: _____

“PCCA”

Rosengarten, Smith & Associates, Inc.

By: _____

Name: _____

Title: _____

Date of Execution: _____

“ENVIRONMENTAL CONSULTANT”



DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-H

**Approve Purchase Order with H&V Equipment Services Inc. to
Add a Side Shift Feature for the 19,000-Lb Rough Terrain Forklift
Awarded for Purchase on September 9, 2014**

On September 9, 2014, the Port Commission approved the purchase of a 19,000 lb. rough terrain forklift from H&V Equipment Services Inc. (H&V) for use at the PCCA's Bulk Terminal.

After approval, staff recognized that the "side shift" mechanical feature was not included on the forklift. The side shift feature allows for lateral movement of the forks while carrying loads at an elevated height. This feature is particularly important when transporting heavy materials and equipment to the upper levels of the Bulk Dock 1 gantry crane where access points are limited. Staff contacted H&V and negotiated a cost of \$9,807 to add the side shift feature during the production and assembly of the 19,000 lb. forklift.

Staff recommends approval of an additional purchase order with H&V Equipment Services Inc. for \$9,807 to provide the side shift feature to the forklift awarded for purchase last month for \$175,837. If approved, the total cost for the purchase and delivery of the 19,000 lb rough terrain forklift would be \$185,644.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

Purchase of Forklifts

Bulk Terminal - 19,000-lb. Rough Terrain Forklift



DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-I

**Approve a Professional Services Purchase Order with
Sage Environmental Consulting, LP, for
Environmental Consulting Services at the Bulk Terminal**

The PCCA maintains an air permit for Bulk Dock 1 and on July 3, 2012, submitted an amendment application to the Texas Commission on Environmental Quality (TCEQ) for renewal of the permit as well as amending it to handle additional tonnage. Since that time, staff has been negotiating the draft permit with the TCEQ.

On November 30, 2012, the PCCA entered into a Consulting Master Services Agreement with Sage Environmental Consulting, L.P., to assist with permitting activities for the Bulk Terminal, including the Bulk Dock 1 air permit, for a fee amount of \$49,500. Then on August 13, 2013, and December 10, 2013, the Port Commission approved amendments to the scope of work in the amount of \$32,000 and \$12,000, respectively. The permit negotiations with the TCEQ are not complete at this time, and additional funds are needed for Sage to continue to provide assistance.

Staff recommends approval of an additional professional services purchase order in the amount of \$25,000 with Sage Environmental Consulting, L.P., to amend the original scope of work as described above, which will bring the total contract amount to \$118,500.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-J

**Approve the Purchase of a Replacement Storage Area Network (SAN)
from the List of Pre-Qualified Companies with the
Department of Information Resources**

In 2007 and 2011, the Port Commission approved the purchase of two storage area networks (SANs) to store the Port's electronic data. In 2013, staff became aware that the EMC CX3-20, purchased in 2007, was nearing the end of its useful life and would no longer be supported by the conclusion of 2014. Staff allocated \$144,580 in the 2014 budget to replace the EMC CX3-20.

In September 2014, staff received a quote from Sigma Solutions in the amount of \$137,970.06 for an EMC VNX5200 to replace the 2007 unit. This amount includes the new SAN, site recovery management software (RecoverPoint), professional services and Sigma's expenses. The quote is in accordance with the State of Texas Directory of Information Resources contract pricing.

Staff recommends approval of the purchase of one EMC VNX5200 in the total amount of \$137,970.06.

LEAD CONTACT: Tyler Fuhrken; 885-6150; Tyler@pocca.com



422 E Ramsey Rd.
San Antonio, TX 78216

Phone: 210-572-1275 Fax: 210-348-9124

Quotation

Date	Quote #	Cust #
09/26/14	SSIQ26597-02	

Texas DIR Contract #DIR-SDD-1656

Sold To:	Ship To:	Sales Representative:
Tyler Fuhrken Port of Corpus Christi Auth. PO Box 1541 Corpus Christi, TX 78403 (361) 855-6150 tyler@pocca.com	Bland Chamberlain Port of Corpus Christi Auth. 222 Power Street Corpus Christi, TX 78401 United States (361) 885-6146 bland@pocca.com	Ed Loveless Account Executive eloveless@sigmasolinc.com 210-387-3111

Item #	Part #	Description	Qty	Unit Price	Ext. Price
Recoverpoint SAN					
1	VNX52VP92510F	VNX5200 DPE 25x2.5"DR-25x900G10K-FLD I	1	\$10,704.17	\$10,704.17
2	VNXB6GSDAE15F	VNXB 15X3.5 6G SAS EXP DAE-FIELD INST	1	\$1,618.29	\$1,618.29
3	VNXB6GSDAE25F	VNXB 25X2.5 6G SAS EXP DAE-FIELD INST	1	\$2,292.68	\$2,292.68
4	V4-2S10-900	VNX 900GB 10K SAS 25X2.5 DPE/DAE	20	\$596.34	\$11,926.80
5	FLV42S6F-100	VNX 100GB FAST CACHE 25X2.5 DPE/DAE	5	\$1,128.05	\$5,640.25
6	V4-VS07-030	VNX 3TB NL SAS 15X3.5 DAE	9	\$630.49	\$5,674.41
7	C13-PWR-12	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE	4	\$0.00	\$0.00
8	C13-250V-ULCSA	250V PWR CRD C13 TO 6-15P UL/CSA	1	\$0.00	\$0.00
9	INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS	8	\$2.44	\$19.52
10	ESRS-GW-200	EMC SECURE REMOTE SUPPORT GATEWAY CLIENT	1	\$0.00	\$0.00
11	RP-LS	RECOVERPOINT LICENSE SOLUTION	1	\$0.00	\$0.00
12	456-104-619	RP/SE REM FOR RPS V51 V52=IC	1	\$0.00	\$0.00
13	456-104-614	RP/SE LOC FOR LPS V51 V52=IC	1	\$0.00	\$0.00
14	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	1	\$0.00	\$0.00



422 E Ramsey Rd.
San Antonio, TX 78216
Phone: 210-572-1275 Fax: 210-348-9124

Quotation

Date	Quote #	Cust #
09/26/14	SSIQ26597-02	

Texas DIR Contract
#DIR-SDD-1656

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Item #	Part #	Description	Qty	Unit Price	Ext. Price
15	M-PRESWE-001	PREMIUM SW SUPPORT	1	\$5,796.34	\$5,796.34
16	WU-PREHWE-01	PREMIUM HW SUPPORT-WARR UPG	1	\$0.00	\$0.00
17	VNXBOECAPT	VNXB OE PER TB HI CAPACITY	27	\$123.17	\$3,325.59
18	VNXBOEPERFTB	VNXB OE PER TB PERFORMANCE	18	\$337.80	\$6,080.40
19	VNXOE-5200	VNX5200 Operating Environment	1	\$0.00	\$0.00
20	UNISB-VNX5200	VNX5200 Unisphere Block Suite =IC	1	\$3,274.39	\$3,274.39
21	FSTS-VNX5200	VNX5200 FAST Suite=IC	1	\$1,939.02	\$1,939.02
22	RPS-VNX5200	VNX5200 Remote Protection Suite=IC	1	\$3,984.15	\$3,984.15
23	VNX52-KIT	VNX5200 Documentation Kit=IC	1	\$0.00	\$0.00
24	LPS-VNX5200	VNX5200 Local Protection Suite=IC	1	\$1,546.34	\$1,546.34
25	VSPBM8GFFEA	VNXB 4 PORT 8G FC IO MODULE PAIR	1	\$1,713.41	\$1,713.41
26	VNX-RPHW5-G5T	RPA GEN5-TAA FOR VNX L2	4	\$8,290.24	\$33,160.96
SubTotal					\$98,696.72
FC Switch					
27	C13-PWR-12	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE	2	\$0.00	\$0.00
28	DSBRLKT-B	DSB SW GEN RCK KIT -B	2	\$278.05	\$556.10
29	DS-300B-8G	DS-300B 8/24P 8G BASE SWITCH	2	\$1,947.56	\$3,895.12
30	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	1	\$0.00	\$0.00
31	DS300B-8G8PU	DS-300B 8G 8PORT UPGRADE KIT	2	\$1,362.20	\$2,724.40
SubTotal					\$7,175.62
32		CX3 Trade-In Credit			



422 E Ramsey Rd.
San Antonio, TX 78216
Phone: 210-572-1275 Fax: 210-348-9124

Quotation

Date	Quote #	Cust #
09/26/14	SSIQ26597-02	

Texas DIR Contract
#DIR-SDD-1656

Item #	Part #	Description	Qty	Unit Price	Ext. Price
VNX Storage Upgrade - Move to DR					
33	TRADE-IN	CX3 Credit	1	-\$2,500.00	-\$2,500.00
		SubTotal			-\$2,500.00
34		Running SubTotal			\$103,372.34
35		VNX Disk Upgrade			
36	V31-DAE-N-15	3U DAE WITH 15X3.5 INCH DRIVE SLOTS	1	\$1,101.22	\$1,101.22
37	V3-VS15-600U	VNX51/53 600GB15K SAS UPGDRV15X3.5DPEDAE	10	\$656.10	\$6,561.00
		SubTotal			\$7,662.22
38		Running SubTotal			\$111,034.56
39	SSEM	Professional Services - Statement of Work	1	\$26,935.50	\$26,935.50
Total					\$137,970.06

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Accepted by: _____ Date: _____ PO: _____

Quote #

SSIQ26597-02

- * Unless otherwise stated, Quotes are valid for 30 days from the quote date
- * All shipping is FOB Source. Shipping and handling charges are the responsibility of the customer and will be added at the time of invoicing.
- * Applicable taxes are the responsibility of the customer, and will be added at the time of invoicing unless a valid resale or exemption is on file at the Company's corporate office.
- * Please include Company Remit To address on purchase order.
- * Cancellation and/or restocking fees may apply if the order is cancelled or changed after the purchase order is received.
- * Returns: RMA# must be issued prior to return. Software must be unopened with original manufacturer seal unbroken.
- * Lease pricing may be available. Contact your sales representative for more information.
- * All quotes are in US Dollars.

Texas DIR Customers Please Note

If your Order is being placed pursuant to a Texas DIR Contract, your Order is subject to the Terms and Conditions of that Contract and the above Terms and Conditions do not apply to your Order. Please refer to the specific DIR Contract(s) covering the Products on this Quote for further details.

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AGENDA MEMORANDUM
for the Port Commission Meeting of
October 14, 2014

DATE: October 14, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 20

EXECUTIVE DIRECTOR'S REPORT

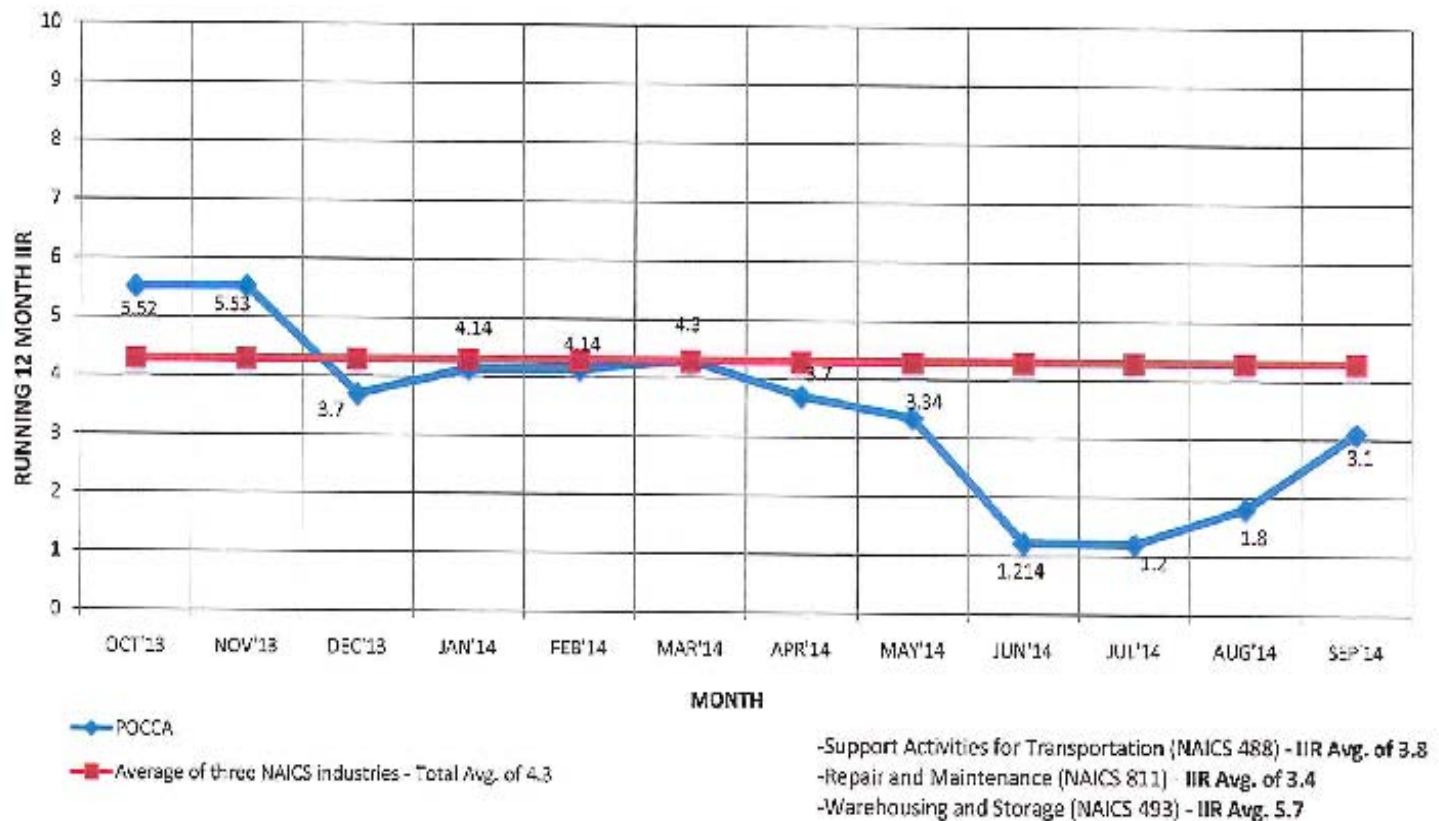


Port of Corpus Christi Authority

Monthly Safety Data Report
September 2014

Safety	POCCA Employees Total		BMD Personnel		Maintenance Personnel		PD Personnel		Admin. & Annex Personnel	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	0		0		0		0		0	
Hours Worked	25,216	257,857	3,433	40,787	5,330	53,545	7,093	67,476	9,360	96,048
First Aid Cases	2	8	1	2	0	4	1	1	0	1
Recordable Injuries	1	4	1	1	0	2	0	0	0	1
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	1	0	0	0	0	0	0	0	1
Number of Days Lost	0	11	0	0	0	0	0	0	0	11
Restricted Cases	0	0	0	0	0	0	0	0	0	0
Number of Days Restricted	0	0	0	0	0	0	0	0	0	0
TOTAL RECORDABLES	1	4	1	1	0	2	0	0	0	1
INCIDENT RATE (As of 1-1-14)		3.10		4.90		7.47		0.00		2.08
Types of Injuries										
Slips/Trips/Falls	1	3	0	0	0	2	0	0	0	1
Struck By	1	2	0	0	0	1	0	0	0	0
Strains/Sprains	0	1	0	0	0	1	0	0	0	0
Cuts/Lacerations/Punctures	1	4	0	0	0	2	0	0	0	1
Back Injuries	0	0	0	0	0	0	0	0	0	0
Heat Stress	0	0	0	0	0	1	0	0	0	0
Insect Bites	0	1	0	1	0	0	0	0	0	0
Other	0	1	0	1	0	0	0	0	0	0
TOTAL	3	12	0	2	0	7	0	0	0	2
Days Since Last Lost Time Case 33	Hours Since Last Lost Time Case 264		Days Since Last Recordable Injury/Illness 33			Hours Since Last Recordable Injury/Illness 264				
Date of Last Lost Time Case Friday, July 25, 2013	Date of Last Recordable Wednesday, September 04, 2013		12 Month Rolling Average							
			October 2013 - September 2014:				333,382 Hours Worked			
			Occupational Injury/Illness Rate:				2.39			

12 MONTH AVG OSHA Injury/Illness RATE OCTOBER 2013 - SEPTEMBER 2014



COMMUNICATIONS

September Events with Employee Participation:

- Annual visit to Union Pacific
- Visit to Plains Marketing
- START meeting in Corpus Christi
- Breakbulk Americas 2014
- Shale Magazine UTSA Eagle Ford Shale Report tour
- NASCO Conference
- FITAC Conference
- Annual Port Golf tournament
- Mastermind Meeting
- Wellness Health & Benefits Fair Meeting
- Blood Bank Walk/Run
- Walk the Bridge (POCCA Walk Club)
- ADA Step out Walk Committee Meeting
- Communications Budget Meeting
- State of the Port Employee Luncheon
- Tree For All / Home Depot Meeting
- Find & Fix Audit
- Wellness Committee Meeting
- Boys & Girls Club Board Meeting
- Conquer the Coast (Employees)
- Step out to walk Diabetes Logistics Meeting
- City Hall / Site Clean Up Proclamation
- Career Fair (School & Vendor) Subcommittee Meeting
- Editorial meetings for the 2015 Directory

Upcoming Events with Employee Participation:

- | | |
|--------------------------|------------------|
| • Walk the Bridge | October 5, 2014 |
| • American Diabetes Walk | October 11, 2014 |
| • American Cancer Walk | October 18, 2014 |
| • American Heart Walk | October 25, 2014 |

Multimedia Coverage For September:

- Web Development; SEO; Social Media
 - Web Development & Search Engine Optimization
 - Recording Web Stats (Google Analytics 08.30-09.29.2014)
 - 10,758 total Visits; 24,228 Page views; with 5,279 (49.1%) New Visitors; 5,479 (50.9%) Returning Visitors

- Top Visitor Locations/# of Visitors (**98 total** Country/locations): USA is always #1. Again, this month **Brazil** is the top foreign visitor with **India** and **Mexico** following. Along with Mexico, India has maintained a significant interest in Our Port. If you would like to see a full rundown of visitors by country, please let me know as this can be a strategy for targeting interested audiences.
 - ❖ United States: 9,543
 - ❖ Brazil: 144
 - ❖ India: 110
 - ❖ Mexico: 109
 - ❖ UK: 100
 - ❖ Canada: 82
- Top Traffic Sources: Google search remains the top method of entry to our site with direct hits close behind. Bing and Yahoo search were used for organic traffic of several hundred others each.
 - ❖ Organic Search (Port Corpus Christi or Port of Corpus Christi typed directly into search inquiry) : 5,982
 - ❖ Direct : 3,886
 - ❖ Referral : 869
 - ✓ 1) Google (Organic) : 4,744
 - ✓ 2) Direct : 3,886
 - ✓ 3) Bing (Organic) : 742
 - ✓ 4) yahoo (Organic) : 466
 - ✓ 5) Seamalt.com : 145
 - ✓ 6) PortOfCorpusChristi.com : 56
 - ✓ 7) Central America Data.com : 468
- Social Media – Completely Organic Growth Continues
 - Facebook – **258** Likes
 - Reach : Total reach 267
 - ❖ USA : 232
 - ❖ Mexico : 7
 - ❖ Colombia : 5
 - ❖ India : 2
 - ❖ Italy : 2
 - Twitter – Continuing to increase organically to **565** Followers!
 - ❖ **Over 40** mentions and retweets for September 1 - 30, 2014, (see “Twitter” tab on attached PortCCNews9_2014)
- Photography / Videography / Documentary
 - Employee’s for Who’s Who
 - September Commission Meeting
- Media/Public Relations
 - Coordinate Global Trade story with Paul Scott Abbott
 - Coordinate Reuters story
- Marketing
 - Creating/Writing and Publishing Original Content for <http://portofcorpuschristi.com>
 - \$860 million for assets to handle Eagle Ford Shale products
 - voestalpine Texas to set industrial example for sustainable growth

- Update Port image slideshow for Breakbulk 2014
- SEO (Search Engine Optimization) Writing to keywords for search and linking to other sites. Port Corpus Christi has gained relevance with all major search engines: Google, Bing, Yahoo.
- Continued Social Media use for events and link sharing, plus research
- Presentation updates for General Presentations
 - Hawley Presentations
 - NASCO
 - Plains All American
 - State of the Port
- Creating, Writing, and Compilation of stories and photos for Our Port newsletter
- Tracking and maintaining a list of Port Corpus Christi in the news: 13 articles for September, see attached PortCCNews9_2014 list
- Multimedia content production

September News Report

08.29.2014	VeintePies
09.01.2014	NA Clean Energy
09.02.2014	Financial Times
09.02.2014	FuelFix
09.04.2014	KRIS TV
09.05.2014	Caller Times
09.11.2014	Sun Herald
09.13.2014	Caller Times
09.14.2014	Caller Times
09.21.2014	Caller Times
09.22.2014	Energy & Mining International
09.24.2014	Caller Times
09.25.2014	Chicago Chronicle

Marketing – MDR:

September was a busy month for Communications Department to prepare for the Breakbulk Conference and Business Development Department's projects. Some new materials were designed for the conference, to include a flyer for the additional 5 acres of laydown storage, Port Palermo-Port Corpus Christi Trade Route flyer and pull up banner, and additional brochures. The Communications Department is working on the 2015 media plan for business to business, and continues to develop the Positive Engagement Plan, People Move Our Port.

September 2014 Media/ Editorial Focus/Ad Content:

- Breakbulk.com/ROS/In Texas, big is no big deal
- World Trade/WT 100 Logistics Directory/The Port of the Lone Star State
- Expansion Solutions/Ports & FTZ/The Port of the Lone Star State
- Inboundlogistics.com.mx/Homepage/Su Alianza Logistica en Texas
- Heavy Lift/Ports & Terminals/In Texas, big is no big deal
- International Transport Journal/Country Special: N. America/The Port of the Lone Star State
- Internationaltransportjournal.com/ITJ Daily/The Port of the Lone Star State

- T21 Revista/Varios/Su Puerto en Texas
- T21.com.mx/ROS/Mejoramos su Cadena logistica
Energy & Mining/voestalpineThe Port of the Lone Star State

October 2014 /Media Editorial Focus /Ad Content:

- Guia Maritimo/ US Ports/ Mejoramos su cadena logistica
- T21 Revista/ Various /Su Puerto en Texas
- Breakbulk Americas/ Various/ In Texas, big is no big deal
- AAPA.com/ Home Page /The Port of the Lone Star State
- Breakbulk.com /ROS /The Port of the Lone Star State
- T21.com.mx /ROS/ Mejoramos su cadena logistica
- Transportjournal.com /ITJ Daily /The Port of the Lone Star State
- Inboundlogistics.mx /ROS /Su Alianza Logistica en Texas
- americaeconomia.com /Industria/Economia /Su Puerto en Texas
- larepublica.pe /Economia & Empresas /Su Alianza Logistica en Texas
- Panama Maritime/ Review Panama Review/ A straight channel leads straight...

Current Marketing Developments:

- START Initiatives/eBlast
- 2015 Media Planning
- Various Media and Community Ads
- Account Advising
- Children's Video (Upcoming)
- Golf Tournament
- Explore Your Port • World • Future
- State of the Port Presentation
- Positive Engagement Plan (PEP)
- Breakbulk Conference Collateral
- Port Palermo/Port CC Banner & Flyer





PCC - <http://www.portofcorpuschristi.com> [Go to this report](#)
PCC

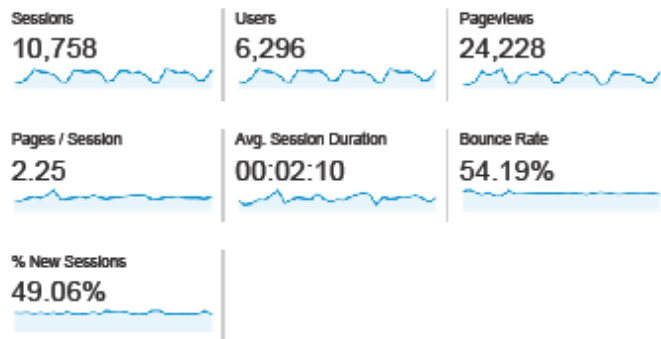
Audience Overview

Aug 30, 2014 - Sep 29, 2014

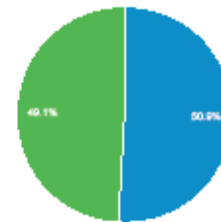
All Sessions
100.00%

+ Add Segment

Overview



Returning Visitor New Visitor



Country / Territory		Sessions	% Sessions
1.	United States	9,543	88.71%
2.	Brazil	144	1.34%
3.	India	110	1.02%
4.	Mexico	109	1.01%
5.	United Kingdom	100	0.93%
6.	Canada	82	0.76%
7.	Colombia	47	0.44%
8.	Italy	45	0.42%
9.	Germany	42	0.39%
10.	Spain	35	0.33%

GOVERNMENT AFFAIRS

During September 2014, Government Affairs promoted and protected port and regional interests at the local, state and federal levels of government.

STATE

- The Corpus Christi Livability Summit will be held on October 15th at the Ortiz Center. The workshop will discuss programs and projects in the area and how local agencies, government and private sector can work together to advance goals. Government Affairs assisted our MPO/FHWA with sponsorship and will attend.
- Assisted TXDOT with preparation of 2015-2016 Port Capital Program as required by the Texas Legislature. The report identifies projects planned at Texas ports that are eligible for state funding. A \$10 million funding request for La Quinta Trade Gateway Terminal improvements was submitted.
- Working with state delegation and consultants to monitor interim committee charges affecting ports.

FEDERAL

- Congress passed a short term Continuing Resolution to fund the government through December 11th and avoid a government shutdown. Congress went into recess for mid term elections and will return on November 12th.
- Working with congressional offices and consultants to monitor 2015 appropriations, USACE funding, MAP 21/Freight Network, Harbor Maintenance Trust Fund reform, Port Security Grant Program funding, etc.



MEMORANDUM

To: Nelda Olivo
From: Hugo Berlanga
Re: September Activity Report
Date: October 2, 2014

Below, please find an update on issues of interest to the Port. Also, please find a brief summary of those activities conducted by Berlanga Business Consultants on behalf of the Port:

The Legislative Budget Board is gathering five years' worth of data from TxDOT to look at how the agency spends tax dollars, what it costs to complete their various functions and to evaluate programs that rarely get attention. TxDOT is one of many agencies under review.

At a Senate Business and Commerce Committee hearing, Lt. Governor David Dewhurst said the state should phase out and end the Texas Windstorm Insurance Association (TWIA). Dewhurst said the state cannot carry the \$77 billion liability of TWIA. Dewhurst has asked the committee to come up with options to phase out TWIA over time and develop a strategy to have policy holders move over to commercial insurance carriers. TWIA is an insurer of last resort for 250 thousand policyholders along the coast.

In the special election to replace outgoing Senator Robert Duncan (R-Lubbock), Rep. Charles Perry won without a runoff.

Governor Perry has called for a special election to replace outgoing Rep. Creighton to be held on November 4th. Rep. Creighton was elected to the Senate; those running for his House seat are Republican Will Metcalf and Democrat Michael Hayles.

SAWS approves Vista Ridge Pipeline project:

Executive Summary: On September 29, 2014, the San Antonio Water System's (SAWS) Board of Directors approved the Vista Ridge pipeline project. Here are the highlights of this project:

The Vista Ridge (VR) project is a joint venture between Abengoa and BlueWater System to produce and deliver 50,000 Acre-feet (AF) of groundwater from Burleson County to San Antonio via a 142-mile pipeline.

The VR Pipeline project will pump water from Burleson County to San Antonio, bringing 16.3 billion gallons of new water from the Carrizo and Simsboro Aquifers by 2020.

The VR Consortium is a partnership between Abengoa and BlueWater Systems, which has assembled 3,400 leases for water rights with local landowners in Burleson County.

This is a \$3.4 Billion project that requires a 30-year take-or-pay contractual agreement in which SAWS will pay \$2,200 per acre-foot.

This is a Public-Private Partnership between SAWS and the VR consortium with VR building 25 wells and a 142-mile pipeline. SAWS will pay for electricity at the well field and pumping stations.

SAWS has started talking to other communities to provide additional water along the pipeline route.

Analysis: SAWS chose the VR proposal via an RFP process because it met the goals that SAWS established in the RFP. VR offers SAWS a drought resistant, sustainable and diverse supply of groundwater in a Groundwater District that issues 30-year permits.

Opportunity for Corpus Christi: The VR project source of water is based on the eastern side of Burleson County leases that MetWater has acquired. This is the second water pipeline project from Burleson County. The first project is a completed 50-mile pipeline from Burleson County to Elgin/Manor (East of Austin) delivering two (2) million gallons of water per day.

Corpus Christi has the same opportunity as San Antonio to acquire groundwater from Burleson County. Corpus Christi can get water from the Simsboro Aquifer, which is a large and drought-resistant aquifer. There is additional water available to develop and deliver to the City of Corpus via a pipeline or a River conveyance system.

- Attended a meeting in Austin with the TCEQ on September 2, 2014;
- Attended the Port Board meeting held on September 9, 2014;
- Attended a meeting with the TABC in Austin on September 23, 2014;
- Attended Port tour with Railroad Commissioner Christi Craddick on September 30, 2014;
- BBC will continue to work with Port staff to coordinate all legislative lobbying efforts;
- BBC will continue communication with the members and staff of Senate IGR, Senate Natural Resources, Senate State Affairs, the Lt. Governor's office and House Transportation & Speaker's Office;
- BBC will continue to send notices regarding meetings and articles of interest to the Port via fax and/or e-mail.

Memorandum for Nelda Olivo, Manager of Government Affairs, Port of Corpus Christi
Authority
From **Randy Erben**
Date: September 30, 2014
Re: Activities on behalf of Port of Corpus Christi during September 2014

September 2: Conferences with Railroad Commissioner Craddick's chief of staff Bill Black regarding Harbor Island property deed recordation approval; preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and interim hearings.

September 3: Conferences with Rep. Davis (Appropriations Committee) regarding port access fund; conferences with Rep. Bell regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding political activities and interim hearings.

September 4: Attendance at hearings of the House Select Committee on Transportation Funding, the House Appropriations Committee, and the House State Affairs Committee; conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding interim state committee hearings, political activities, and Nueces County delegation newsletters.

September 5: Attendance at Joint Select Legislative Committee on a Skilled Workforce hearing; conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

September 8: Conferences with Reps.-elect Meyer and Koop regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and interim legislative committee hearings.

September 9: Attendance at hearing of Senate Business & Commerce Committee regarding windstorm insurance and PUC issues; conferences with members and staff regarding same; conferences with Reps.-elect Blanco, Burns, and Wray regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding political activities, interim legislative committee hearings and Nueces County delegation newsletters.

September 10: Conferences with Sarah Garza of POCCA regarding Harbor Island property deed recordation approval and TCEQ permit for Bulk Terminal Facility; conferences with Sen. Garcia, Reps. Hunter and Phil King, and Rep.-elect Schofield regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and interim hearings.

September 11: Conferences with Port Commissioner Hawley regarding legislative proposals impacting POCCA; preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and interim hearings.

September 15: Attendance at Senate State Affairs Committee hearing; conferences with members and staff regarding same; conferences with Rep. Sarah Davis (Appropriations Committee) regarding Port Access Fund; conferences with Reps.-elect Paul and Rinaldi regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

September 16: Attendance at hearings of the Senate Select Committee on Transportation Funding and the Senate State Affairs Committee; conferences with members and staff regarding same; conferences with Sens. Estes and Paxton, and Reps. Miller and Farney, and staffs, regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

September 17: Attendance at Senate Transportation Committee hearing; conferences with members and staff regarding same; conferences with Reps. Hunter, Tracy King, and Gutierrez, and Rep.-elect Tinderholt, regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding congressional activities, political activities, and interim state legislative hearings.

September 18: Conferences with Sens. Paxton and Campbell, Reps. Dale and Howard, and Reps.-elect Faircloth and Murr, and staffs, regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim state legislative hearings.

September 19: Attendance at Senate Natural Resources Committee hearing; conferences with members and staff regarding same.

September 22: Attendance at Senate Economic Development Committee hearing; conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters; conferences with Rep. Davis regarding port issues.

September 23: Attendance at House Agriculture and Livestock Committee and House Special Purpose Districts Committee hearings; conferences with members and staff regarding same; conferences with Sens. Eltife and Rodriguez, and Rep. Krause, and staffs, regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding Senate interim charges, Nueces County delegation newsletters, and political activities.

September 24: Review of memoranda from Sarah Garza regarding Railroad Commission approval of Harbor Island restrictive covenant; review of Harbor Island restrictive covenant and Railroad Commission approval thereof; preparation of memoranda to Sarah Garza, John LaRue, Nelda Olivo, Frank Brogan, Mike Mahaffey, David Krams, and Jimmy Welder regarding same; conferences with Sen. Patrick and Sen.-elect Hall, and staffs, regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim state legislative hearings.

September 25: Review of memoranda from Sarah Garza regarding TCEQ review of permit; review of memoranda from Nelda Olivo regarding Harbor Island restrictive covenant and Railroad Commission approval thereof; conferences with Railroad Commissioner Craddick, and staff, regarding Railroad Commission approval of Harbor Island restrictive covenants and energy issues on Texas coast; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and political activities.

September 26: Preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

September 29: Attendance at House Environmental Regulation Committee hearing; conferences with members and staff regarding same; conferences with Reps. Harless and Murphy, and Rep.-elect Shaheen, regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

September 30: Attendance at House Environmental Regulation Committee hearing; conferences with members and staff regarding same; conferences with Rep. Marquez regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

September 1-30: Conferences with Sen. Hinojosa, Rep. Hunter, Rep. Herrero, and Rep. Lozano, and staffs, regarding port issues.
Review of, and legal research on, legislation affecting Port of Corpus Christi.
Review of homeland security legislation and appropriations on federal level and interim studies relating to port issues on state level.

BORSKI ASSOCIATES, LLC

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MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: October 3, 2014
Re: Monthly Report

FY15 Appropriations

Congress returned to Washington, DC for eight days of legislative business, passing a continuing resolution that will fund government operations until December 11, 2014. Congress plans to return to Washington on November 12th to address FY15 funding, expired business tax provisions, and perhaps an authorization for the use of force against ISIS.

Ex-Im Bank

Included in the continuing resolution was a short term authorization for the Export Import Bank until June 30, 2015. We advised POCCA about this provision and will continue to monitor this contentious issue.

Election Outlook

As of this writing, it appears that Republicans are poised to win the 6 seats necessary to take control of the Senate. However, several of these races are extremely close at the moment. Furthermore, two states - Georgia and Louisiana - have a run-off system, requiring a second election featuring the top two candidates if no one gains more than 50 percent on November 4th. Finally, independent candidate Greg Orman in Kansas has a small but significant lead over Republican incumbent Pat Roberts and it is unclear if he caucuses with Democrats or Republicans.

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Firm Client: Port of Corpus Christi Authority, Texas

Primary Client Team: Barry Rhoads, Steven McKnight, and Andrew Forbes

Services Period: September 1-30, 2014

Summary of Services on behalf of Port of Corpus Christi Authority, Texas:

- Substantive consulting on federal government issues on behalf of PCCA
 - ▶ Reported on recipients and funding trends for sixth round of TIGER [Transportation Investment Generating Economic Recovery] grants
 - ▶ Provided information about new Environmental Protection Agency grant opportunities to reduce diesel emissions at ports
 - ▶ Furnished GAO report on Army Corps of Engineers deauthorization of projects
 - ▶ Gave summary of information on WRRDA implementation and National Freight Ne3twork funding from meeting of Washington Port Representatives meeting
- Legislative Liaison and Monitoring
 - ▶ Provided updates on Congressional activities and schedule for fall district work period and post-election session
 - ▶ Reported on Congressional passage of Continuing Resolution to fund government activities through December
- Client Contact and Team Coordination
 - ▶ Engaged in regular telephone and e-mail contact on PCCA matters with Executive Director John LaRue, Government Relations Manager Nelda Olivo, and Director of Engineering Services David Krams
 - ▶ Reviewed news media coverage of new developments at Port and other PCCA activities and discussed same with PCCA representatives

HUMAN RESOURCES

New Hires:

- Michael Farmer Police Officer - Port Security
- Sonya Budilo, Construction Administrative Assistant - Engineering Services
- Angela Leyva, Safety Manager

There were (2) Pre-Placement Examination and drug tests conducted. Additionally, there were (5) random and (2) post-accident test conducted.

There were additional meetings held with management to discuss:

- Human Relations
- Recruitment
- Staffing
- Employee Development
- Payroll Administration

Payroll:

The payroll timekeeping system (Kronos) upgrade for 2014 was completed.

Contract Participation:

At the end of September 2014, (489) vendors were registered on the established E-Bid System web site for businesses doing and those wanting to do business with PCCA. Of the vendors registered ((194) are Target Group Vendors. The Target Group Vendors are: Disadvantaged Business Enterprise (DBE), Historically Underutilized Business (HUB), Minority Business Enterprise (MBE), Woman Owned Business (WOB) and Small Business Enterprise (SBE).

**Port of Corpus Christi Authority
Organizational Chart
September 30, 2014**

DEPARTMENTS	Exempt	Non-Exempt	Temporary	Total
Executive Director	3	1	0	4
Human Resources	2	3	0	5
Managing Director	2	0	0	2
Engineering Services	13	4	0	17
Finance & Admin.	1	1	0	2
Accounting	3	7	0	10
Information Tech	8	0	0	8
Business Development	3	0	1	4
Communications	3	1	0	4
Operations	6	0	0	6
Maintenance	2	38	0	40
Harbormaster's Office	1	8	0	9
Bulk Handling Facility	3	20	0	23
Security/Police Dept.	4	42	0	46
TOTAL	54	125	1	180

E - EXEMPT

NE - NON-EXEMPT

H - HOURLY

T - TEMPORARIES

BUSINESS DEVELOPMENT

- Participated within the Logistics and Manufacturing Symposium in Laredo. Contacted various freight forwarders and customs brokers to comment on the intended shipping service into South America. Positive feedback received from all parties as containers with maquila products are now trucked into Houston. In addition, Commissioner Barbara Canales participated within a panel presenting the Port with its latest investments/developments.
- Client railing into the Port 42 inch gas pipes has additional shipments arriving within the next couple of months. So far we have received over 300 rail cars with this type of cargo.
- Monitoring developments of a logistics provider working on two important projects which will require direct discharge onto rail within first quarter 2015.
- Working on initial imports of materials for an Ethylene facility within our surrounding area.
- Pipes from Asia, for the oil industry, continue to arrive to PCC and expect shipments to increase to around 14 thousand metric tons per month from October.
- Working on the committee for “Future of the Region” Conference to be held here in Corpus Christi in October. Judge Huff is chairing the committee and Madam Chair J. Hawley to present.
- Attended and participated within the 20th NASCO Conference which took place in Mexico City. Commissioner Barbara Canales participated within the “Mexico Energy Reforms” panel. Over 350 hundred participants from the United States and Mexico present. Most of them representing third party logistics, drilling, petrochemical, railroad, trucking companies who are seeking to participate within the North of Mexico frac operations. In addition, we met with exporters of barite and frac sand seeking to use ocean or rail transportation. Whilst in Mexico City, took the opportunity to meet with investor seeking to have one or two small vessels into the Corpus to Colombia Liner Route. In addition, we also met with top executives of Puertos Mexicanos who would like to have a “short sea” trade-route between this Port and one other Mexican port. These executives plan to visit our Port in the near future to expand on their project/idea.
- We received over 30 messages from Central America and domestic cargo inquiries during the month.
- Working with an aggregate company seeking to relocate at or near the Port for prep work and construction materials for major companies domiciled in the area.

- Attended/participated within the annual Break Bulk Conference which took place in Houston. The Port had a booth and over two hundred clients-persons visited to obtain the latest information on PCC. So far, this has been one of our best conferences. From the wind cargo manufacturers and developers we can anticipate that 2015 will be much better than 2014. Received confirmation on the arrival of hundreds of complete towers, as well as blades, nacelles and hubs from Europe and Asia. In addition, we will also receive wind cargo, manufactured in the USA, for exports into Latin America destinations. We also received news that heavy lifts and manufacturing components are destined through PCC for entities within the region.

Whilst attending the Break Bulk event, we also met with our Colombian colleagues from Palermo, Compas, and DeepBlue. Entities seeking to have their port-terminal handling imports and exports from PCC. Also, the Mexican investor seeking to have one or two vessels within the Liner Route was present. There are a few items to complete in the next few months. However, if all goes well, we should have the first vessel calling our Port within the first quarter of 2015.

- Attended the DUG Conference in San Antonio. Major oil and gas service companies and producers present. In addition, frac sand clients continue to seek PCC for their operations. With only two docks available for “general cargo” we are seeking other areas to handle/accommodate this important cargo operation. Not an easy task, but we have to find a suitable solution and not lose this business to other ports.

OPERATIONS

HARBORMASTER

Ship Arrivals

<u>September 2014</u>			<u>September 2013</u>		
<u>Tankers</u>	<u>Freighters</u>	<u>YTD Ships</u>	<u>Tankers</u>	<u>Freighters</u>	<u>2013 YTD</u>
100	28	1171	94	34	1069

Barge Arrivals

<u>September 2014</u>			<u>September 2013</u>		
<u>Tank Barges</u>	<u>Freight Barges</u>	<u>YTD Barges</u>	<u>Tank Barges</u>	<u>Freight Barges</u>	<u>2013 YTD</u>
508	79	5048	400	19	3883

Shifting

<u>September 2014</u>		<u>September 2013</u>	
<u>Tankers</u>	<u>Freighters</u>	<u>Tankers</u>	<u>Freighters</u>
13	5	24	2
<u>Tank barges</u>	<u>Freight Barges</u>	<u>Tank barges</u>	<u>Freight Barges</u>
766	16	960	26

Average Daily Arrivals

	<u>2014</u>	<u>2013</u>
Ships	4.43	4.27
Barges	20.60	13.97

Channel Disruptions

2014

There was 6.50 hours disruption due to a one way out bound transit of a rig from Kiewit. A total of 3 inbound and 5 outbound were delayed.

2013

There were 24.08 hours of disruption. 21.75 hours due to Cross currents at jetties and 2.33 hours due to high winds. A total of 4 inbounds and 3 outbound were delayed due to these weather events.

BULK TERMINAL

- Current Projects
 - Preparing to replace three-quarter belt covers with full belt covers
 - Testing new PLC system on Gantry
 - Dust control for all pads and roads
 - Preparing for pad resurfacing and paving projects
 - Replacing idler on CB# 2
 - Replacing pans under the ship loader belt and CB# 5
 - Installing cable tray along CB# 2
- Current Activity
 - Railcars:
 - Loaded: 177 railcars for a total of 19,207.15 Short Ton pet coke
 - Unload: 0 railcars for a total of 0 Short Ton pet coke
 - Bulk Dock #1:
 - 8,928.72 Short Tons Barite
 - Bulk Dock #2:
 - 25,956.07 Short Tons Pet Coke
 - Pads:
 - 114,094.19 Short Tons Pet Coke
 - 14,250 Short Tons Sulfur

OPERATIONS COORDINATOR

- Insurance:
 - Work continues with PCCA legal counsel and Broker regarding an indemnification matter. Resolution of this issue is ongoing.
 - An evaluation committee reviewed five proposals that we received for an Insurance Consultant. Of the five, two were deemed non-responsive and the other three were ranked based solely on their proposals (including experience with ports, years of experience, suggested fees etc.). Upon conclusion of that review the top three were interviewed and the ranking remained the same. The evaluation committee met on September 30th with the Audit Committee to discuss their evaluation and recommendation. Some questions remain.
- Port Damage Claims:
 - A transportation company has been billed for damage to Avenue F gate arm.
 - Total recovered to date (2010 – 2014) is \$70,876.70

MAINTENANCE

- Performed preventative maintenance (PM) on vehicles, safe boat and equipment at the Maintenance Department.
- Performed routine inspection and PM on lights, water outlets.
- Performed grounds keeping port wide.
- Performed monthly a/c service port wide.
- Over saw janitorial service on all port facilities.
- Removed and replaced water heater from east restroom for the Ortiz Center.
- Installed 2" sleeve for the WIFI upgrade as requested by IT for the Ortiz Center.
- Completed installation the bird netting for the guard shed at Viola.
- Removed lift station tank from the old guard shed at cargo dock 9 and 10. Also made direct connections to the main forced to the city.
- Repaired the water meter valve at oil dock 2.
- Replaced chiller actuator valve and pipe assembly in the boiler room at Admin.
- Continued to installed a/c chiller platform above the boiler room roof at the Admin.
- Repaired walkway lighting in the south side Police boat lift ramp. Also fabricated and installed hand rails on the north side Police boat lift ramp.
- Repaired back flow device at the ship supply BMD 1.
- Replaced fire alarm pressure switch on the riser number 17 at cargo dock 15. Repaired the outside lights at cargo dock 15 parking lot.
- Repainted red restricted area line and fire lane in yellow at cargo dock # 8.
- Fabricated ladder for oil dock 11.
- Repaired water leak at oil dock 3 supply line.
- Continued monitoring and servicing Nitrogen on the pumps at cold storage.
- Replaced batteries on the emergency lights on the fire boat. Removed and replaced mid ship monitor, Hussy valve boot.
- Replaced gate #14 that got damage at Rincon road with a new one.

FOREIGN TRADE ZONE

- FTZ Manager attended the NAFTAZ Annual Conference in Ft. Worth on September 14-17 and separate meeting with FTZ Board Executive Secretary on September 18. CBP Commissioner Gil Kerlokowski addressed the group and provided updates on Customs initiatives. There were several presentations throughout the conference which provided

more guidance on upcoming requirements for mandatory electronic processing of FTZ transactions.

- A meeting with zone operators and local Customs and Border Protection (CBP) officers was held on Thursday, September 25. Agenda items included introduction of new CBP Port Director Walter DeLaRosa; also on the agenda was discussion on CBP compliance reviews, zone-to-zone transfer procedures and updates from NAFTAZ Annual conference and upcoming training opportunities.
- FTZ Manager continues working with companies that express interest in FTZ benefits.

ORTIZ CENTER

September was a good month for us here at the Ortiz Center was the venue of choice for several high profile events. On September 3rd, the Bay Area Consortium for Citizens Against Lawsuit Abuse (BACCALA) hosted their 11th Annual Luncheon with guest speaker Judge *Jeanine Pirro from the Fox News Channel*. The Ronald McDonald House Charities then hosted their Annual Casa de Amor Fundraiser featuring entertainment by Regis Philbin followed up by the Habitat for Humanity of Corpus Christi's Annual banquet with entertainment by Mr. Larry Gatlin.

As we come to a close for this calendar year, we are in a great position to end the 2014 financial year profitably while we continue to remain focused on hitting top line sales. As we look forward to 2015, we have been able to secure over \$407,000 in contracted bookings and are trending to start the new year off in a great position.

Below are 2013 totals and numbers to-date for 2014 activity.

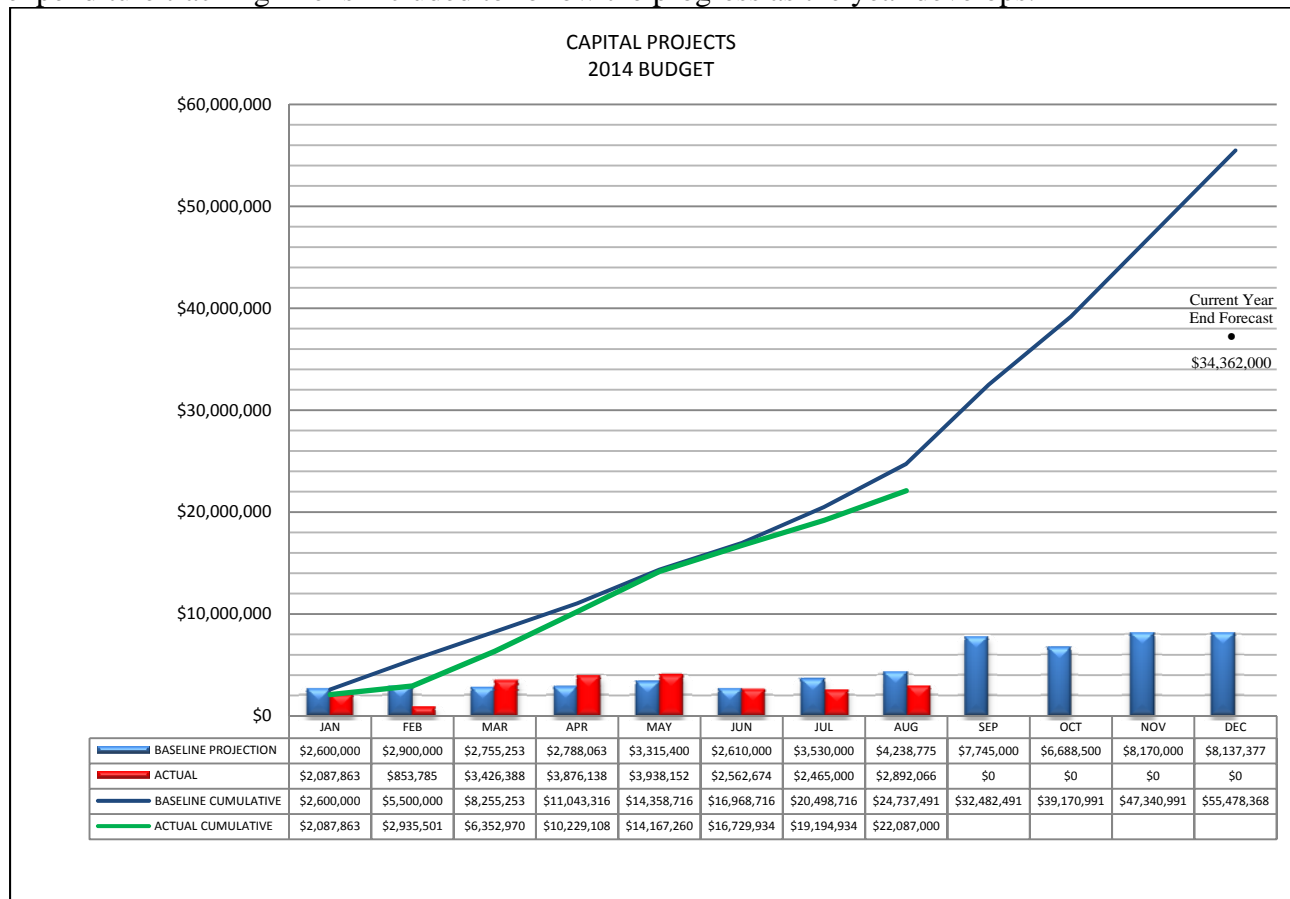
2013	Guest Attendance	Number of Events	Revenue	2014	Guest Attendance	Number of Events	Revenue
January	3,356	25	\$89,498	January	3,955	36	\$142,351
February	4,442	34	\$134,776	February	4,911	33	\$114,326
March	5,108	27	\$132,429	March	4,086	38	\$127,299
1st Quarter	12,906	86	\$356,703	1st Quarter	12,952	107	\$383,976
April	4,857	32	\$132,008	April	6,953	53	\$216,268
May	6,238	41	\$227,471	May	4,714	33	\$163,022
June	5,662	41	\$165,143	June	2,878	39	\$128,631
2nd Quarter	16,757	114	\$524,622	2nd Quarter	14,434	123	\$507,921
July	1,327	20	\$61,424	July	3,290	44	\$132,152
August	2,460	29	\$73,043	August	2,147	27	\$81,385
September	4,562	30	\$117,913	September	3,766	28	N/A
3rd Quarter	8,349	79	\$252,380	3rd Quarter			
October	5,847	39	\$177,754	October			
November	3,376	44	\$194,506	November			
December	3,617	38	\$281,783	December			
4th Quarter	12,840	121	\$654,043	4th Quarter			
Totals	50,852	400	\$1,787,748	Totals			

ENGINEERING SERVICES

As of September 30, 2014, the Port of Corpus Christi Authority Department of Engineering Services had completed 45 projects and has 90 projects in progress. These projects consist of 73 Capital, 33 Maintenance, and 29 Professional Service projects. During September, \$3,219,000 was invoiced for ongoing work. To date this year approximately \$26,864,000 has been invoiced for work performed. Below is a table detailing the 2014 budget amount and the “to date” cost and year end forecast, for the capital, maintenance and professional services.

Engineering Services September 2014 Report				
Project Type	No. of Projects	2014 Budget Amount	Expended to Date	Forecast
Capital	100	\$55,478,368	\$22,087,000	\$34,362,000
Maintenance	41	\$3,685,000	\$2,975,000	\$3,812,000
Professional Services	48	\$2,010,000	\$1,802,000	\$2,429,000
Total	189	\$61,173,368	\$26,864,000	\$40,603,000

Below is a graph representing the 2014 Capital Project Budget and a forecast of monthly project expenditure of the capital projects throughout the year. An actual monthly project expenditure tracking line is included to follow the progress as the year develops.



The status of the following listed projects currently in progress is provided for your information:

CAPITAL PROJECTS

Security Grant Improvements Projects

Grant Thirteen: Funds have been released for the 2013 FEMA Security Grant project to install an emergency generator on the Southside Terminal and the La Quinta Surveillance Camera projects. Design is near complete on the generator project. Port is negotiating with various parties regarding the placement of La Quinta cameras.

Nueces River Rail Yard – Phase I (09-037A)

Embankment for the rail yard is 100% complete. Limestone flex base has been placed on 95% of the project. Installation of the french drain system is 95% complete. Rail installation is 80% complete.

Nueces River Rail Yard – Phase II (13-043A)

CH2M Hill has begun work on the final design of the rail yard expansion plans. TxDOT has been given 75% design drawings for review. Environmental coordination with TxDOT is underway. Project is scheduled to bid this December.

Permian Yard Drainage Improvements (09-041A)

Contractor has installed culvert under Navigation Blvd. and railroad. Contractor is working on area south of railroad. Project is 80% complete. Contractor has been stopped due to a Martin Midstream pipeline leak found in the work area.

Permian Yard Drainage Improvements – Phase II (09-041B)

Bids were opened on October 3, 2014. Staff will present for award project at the October commission meeting. See commission letter for further details.

Tule Lake Public Barge Dock – Oil Dock 14 (13-032A)

The design of a ship dock option is underway. Plan is to bid this project in December.

Replace PLC and Drives on Gantry Crane (12-022A)

Equipment is installed and commissioning complete. Two ships have been unloaded. No further report will be made.

West Barge Mooring Area (13-051A)

Bid is scheduled for early October with plan to recommend award of contract at November 11, 2014 commission meeting.

Resurface Public Storage Pads (14-030A)

Freese & Nichols was selected as the consultant for the design phase. Design is currently underway.

CB-6/CB-9 Rail Loadout Modifications (09-020A)

Design drawings are 95% and specifications were submitted for review. This modification will allow other Bulk Terminal tenants an opportunity to load petroleum coke into rail cars.

New Fire Barge Dock (12-034A)

Design is being finalized for a dedicated berth for the Port's Fire Barge. This will be located at the west end of Cargo Dock 2 (Ortiz Center). Design is being reviewed. COE permit has been approved.

Cell C Rehabilitation (13-032C)

Project is complete. No further report will be made.

Replace Generator for VTIS at Harbor Island (14-048A)

Project bid in late August and awarded at the September commission. The Notice to Proceed has been issued. Current schedule estimates delivery for early January.

Northside Storage Yard Expansion (12-028A)

Project located just north of Cargo Dock 9. Notice to Proceed was issued to Haas-Anderson on June 27, 2014. Contractor has installed geogrid and limestone on 80% of the area and completing construction of new security fence.

Port Area Signage & Landscaping Improvement (14-039A)

Naismith Engineering performing preliminary study.

Gregory Relief Rail Bypass (14-040A)

Consultant negotiations are ongoing.

Replacement of Dock House on Oil Dock 10 (14-041A)

LNV has submitted 90% design drawings for staff review. Staff developing bid documents.

Carpet Replacement at Ortiz Center (12-020A)

Project is over 95% complete. A final walk through will put this project at substantial complete early October.

New Port Office Facility (14-036A)

Site evaluations and preliminary space needs are being prepared.

Final Design & Construction of La Quinta Multipurpose Ship & Barge Dock (14-037A)

Design began in mid September, 2014. Anticipate design to be completed in mid October.

Oil Dock 3 Upgrades (14-058A)

Govind Development has developed preliminary concept layouts for staff review and comment.

Maintenance Building Relocation (14-061A)

WKMC Architects is under contract and is reviewing historic documentation; an initial meeting with Operations/Maintenance to discuss space and operational needs is scheduled for October 2014.

Surplus Sale of Cold Storage Warehouse (14-062A)

Preliminary concept studies have been reviewed and comments returned to the consultant for incorporation to the conceptual layouts.

Inner Harbor Rail Upgrades and Improvements (14-016A)

Staff issued a Notice to Proceed for construction on August 13, 2014. Contractor has demolished existing tracks behind BMD 1 and BMD 2 and is currently reconstructing track bed.

Oil Docks 17 & 18 (14-044A)

HDR and staff have met to begin preliminary design. PCCA staff gave HDR direction for preliminary layouts of Docks 17 & 18. Staff will meet HDR in mid October to review layout options before proceeding.

Bulk Dock Road Extension (14-018D)

RVE is designing this new roadway, currently under staff review. Project design is at 60% complete.

MAINTENANCE PROJECTS

Maintenance Painting at Bulk Terminal (13-049A)

Maintenance painting is being performed at Bulk Terminal on an as needed basis.

Structural Repairs at Oil Dock 11 (13-030A)

Construction is complete and awaiting retainage invoice in order to close-out project.

Purchase of Dock Fenders and Panels (14-014A)

All bid items have been awarded and Notice to Proceed has issued. Delivery of fenders and panels is scheduled by mid December.

Roadways & Parking Lot Repairs (2014) (14-018A)

RVE, Inc. was selected as the consultant for the design phase. Garrett Construction has started work on this project.

ENVIRONMENTAL/PROFESSIONAL PROJECTS

Monitoring of Remediation of Harbor Island Exxon Terminal (09-002B)

In accordance with the Site Remediation Agreement between PCCA and Exxon, soils and groundwater at the site have been cleaned up to 1% Total Petroleum Hydrocarbons. RRC has accepted the final report requesting closure of the site and all that remains to be completed is to deed record the property which was approved by the commission at the October meeting. A deed record was approved by the Port commission and upon Exxon submitting it to RRC, they

requested a new form with different language. The revised deed recordation was provided again to RRC and is on this month's agenda for approval.

In order to have a residential closure for the property, PCCA has been advised by RRC that a cap of the site is required.

Environmental Management System (14-025A)

Our EMS Program is ISO 14001 certified for the sixth year. Current initiatives under the EMS Program include measures to reduce spills and impacts to storm water runoff from our operations. During 2014, staff will be working with Port Customers to establish partnerships that promote the EMS Program. Port staff has initiated a partnership with Dix Fairway on training & awareness on the EMS program and environmental stewardship when loading and unloading cargos at the Public Docks and will initiate the same partnership with two other stevedores – Gulf Stream and Port Corpus Terminal. Other initiatives resulting from the EMS program include the Gulf Port's Environmental Summit and the Growing Greener Initiative.

E2 Manage Tech was contracted to evaluate our compliance program. This project is complete and only a couple of items were noted, which staff is already implementing. Trinity Consultants was contracted to oversee and facilitate the Internal Audit Program and serve as our lead auditor. An initial site visit was conducted and the internal audit occurred on May 28-30 and a Find & Fix audit occurred on September 17, 2014. The external audit occurred on July 29 and 30, 2014. Two observations and two minor non-conformances were issued and our certificate has been renewed for another year. Staff is correcting issues identified during all audits.

Request for Statement of Interest & Qualifications for 2014 Major and Minor Engineering/Architectural Projects (14-001A)

Many engineering and architectural firms responded to the solicitation for statement of interest and qualifications published in the newspaper for 17 engineering/architectural projects that were included in the 2014 capital, maintenance and professional services budget. Staff has been evaluating the submittals and making consultant selections. All selections have been made for 2014. No further report will be made.

Widen CCSC and Additional Barge Shelves (14-043A)

Consultant is developing options and potential approvals to permit or authorize and fund. Draft planning matrix reviewed in July 2014. Revised draft due August 2014. Path forward pending PPA to construct CCSC-CIP 52' project.

DREDGING

Channel Improvement Project (98-012A, 04-027A, 09-048B/C)

In November 2007, Congress passed WRDA of 2007 authorizing the Port's Channel Improvement Project.

The project include in following improvements:

1. Widening the CCSC to 530' from Port Aransas to the Harbor Bridge.
2. Adding 200'-wide barge shelves on both sides of the ship channel across Corpus Christi Bay.
3. Extending La Quinta Channel by 7400' at a depth of -39' MLT.
4. Deepening all reaches of CCSC (excluding La Quinta) from -45' MLT to -52' MLT.
5. Constructing Ecosystem Restoration projects near Port Aransas and Ingleside on the Bay.

Project received congressional appropriation in FY2009 for the construction phase of the project, officially ending the Pre-Construction Engineering and Design phase. A Project Partnership Agreement (PPA) was executed in October 2009 for the La Quinta Channel Extension & Ecosystem Restoration. Construction of Contract No. 1 was completed in 2010 to construct DMPA 14. Fifty-eight million in federal funds were appropriated in May 2011 enabling the COE to solicit additional construction contracts. COE awarded two (2) contracts in September 2011; one to extend the La Quinta Ship Channel and the other to construct the Ecosystem Restoration project adjacent to Ingleside-on-the-Bay, Texas. The dredging associated with La Quinta Ship Channel Extension and the Ecosystem Restoration project is 100% complete.

Deepening and widening of the CCSC and the addition of barge shelves underwent re-evaluation and the studies were complete in early 2013. The re-evaluation confirmed these two project components are still in the Federal interest. The COE Director of Civil Works approved the re-evaluation report (all components) and recommended the project to Congress to increase the authorized project cost to \$344,610,000. The channel improvement project was re-authorized in May 2014 by the Water Resources Reform and Development Act of 2014.

ENGINEERING

MASTER AGREEMENTS AND SERVICE ORDERS

Listed below are the Master Agreements implemented including values of Service Orders issued per year:

	2013	2014
HDR, Inc. (13-01)	\$1,265,839	\$793,500
Freese and Nichols, Inc. (13-02)	\$82,811	\$393,601
Govind Development, LLC (13-03)	\$324,800	\$220,850
Naismith Engineering, Inc. (13-04)	\$250,000	\$45,000
CH2M Hill (13-05)	\$1,283,325	\$2,563,470
RVE, Inc. (13-06)	\$206,052	\$472,329
LNV, Inc. (13-07)	\$70,000	\$105,500
Lockwood, Andrews and Newnam, Inc. (14-01)		\$62,694
Maverick Engineering (14-02)		\$58,000
Coast & Harbor Engineering (14-03)		\$193,645
WKMC Architects (14-04)		\$140,000

**ENVIRONMENTAL
MASTER AGREEMENTS AND SERVICE ORDERS**

Listed below are the Environmental Master Agreements implemented in 2014 including Service Order Values:

Golder & Associates (01-14)	\$45,300
RPS, Inc. (02-14)	\$81,300
Trinity Consultants (03-14)	\$40,000
E2 Manage Tech (05-14)	\$32,065
Apex Tritan, Inc.	\$66,990

UPCOMING BID OPENINGS

Permian Yard Drainage Improvements – Phase II (09-041B)	October 3, 2014
West Barge Mooring Area (13-051A)	October 22, 2014
CB-6 and CB-9 Conveyor Improvement (09-020A)	October 29, 2014



PORTCORPUSCHRISTI

Port of Corpus Christi Authority

Monthly Financial Summary

August 31, 2014

**Port of Corpus Christi Authority
Monthly Financial Summary
August 31, 2014**

STATEMENT OF NET POSITION HIGHLIGHTS:

Assets:

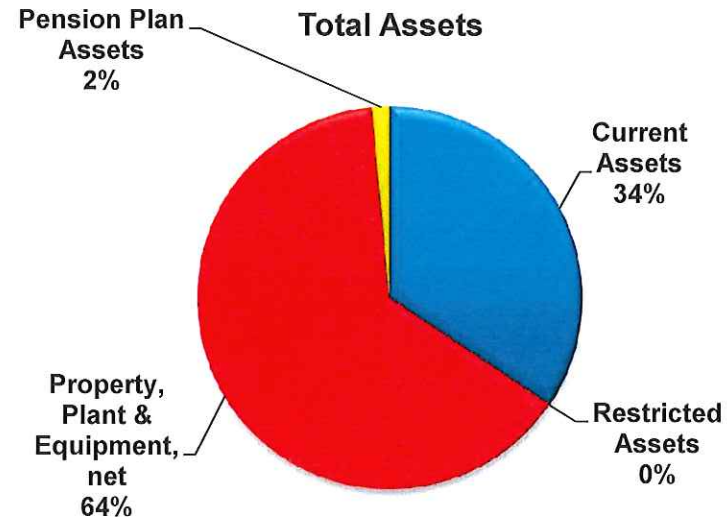
Current Assets:	
Unrestricted Cash:	
Cash in Bank	\$ 11,113,743
Investments	\$ 136,498,301
Unrestricted Cash	\$ 147,612,044
Accounts Receivable	\$ 9,251,661
Other	\$ 2,448,797
Current Assets	\$ 159,312,502
Restricted Assets	\$ 36,087
Property, Plant & Equipment, net	\$ 297,139,170
Pension Plan Assets	\$ 6,970,384
Total Assets	\$ 463,458,143

Liabilities:

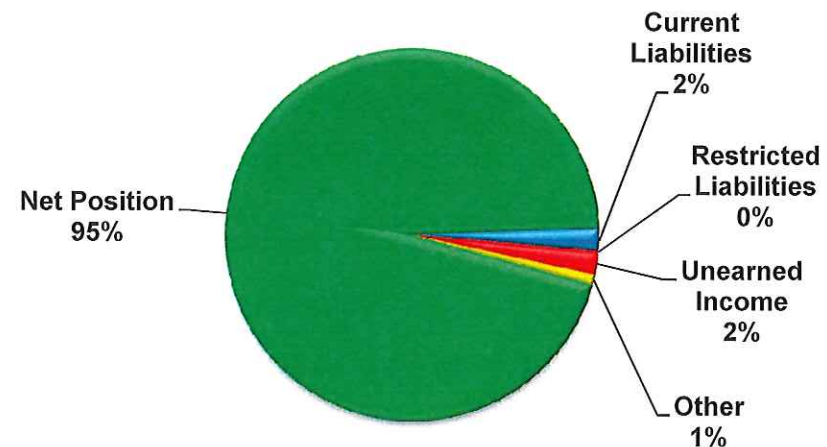
Current Liabilities	\$ 9,057,680
Restricted Liabilities	\$ 323
Unearned Income	\$ 9,270,633
Other	\$ 3,972,159
Total Liabilities	\$ 22,300,795

Net Position:

Investment in Net Assets	\$ 287,868,537
Restricted Net Position	\$ 36,087
Unrestricted Net Position	\$ 153,252,724
Total Net Position	\$ 441,157,348



Total Liabilities/Net Position



**Port of Corpus Christi Authority
Monthly Financial Summary
August 31, 2014**

OPERATIONS:

Tonnage (Short Tons):

	Month	2014 Y-T-D	2013 Y-T-D
Bulk Grain	527,087	2,083,081	1,855,443
Break Bulk	17,799	161,529	283,982
Dry Bulk	658,669	4,995,226	5,060,350
Liquid Bulk	63,236	310,955	278,652
Chemicals	157,676	1,438,962	1,281,609
Petroleum Coke	52,030	743,517	597,338
Petroleum	8,324,972	54,573,324	49,023,292
Total	9,801,469	64,306,594	58,380,666

Operating Revenue:

	Actual	Budget	Variance
Month	\$ 7,340,913	\$ 6,302,210	\$ 1,038,703
Y-T-D	\$ 53,792,945	\$ 50,073,919	\$ 3,719,026

Operating Expenses:

Month	\$ (3,481,051)	\$ (2,992,406)	\$ (488,645)
Y-T-D	\$ (25,143,975)	\$ (25,273,893)	\$ 129,918

Operating Income (Loss) Before Depreciation:

Month	\$ 3,859,862	\$ 3,309,804	\$ 550,058
Y-T-D	\$ 28,648,970	\$ 24,800,026	\$ 3,848,944

Depreciation:

Month	\$ (1,000,944)	\$ (941,475)	\$ (59,469)
Y-T-D	\$ (8,035,704)	\$ (7,531,917)	\$ (503,787)

Other Revenue (Expenses):

Month	\$ 49,912	\$ 45,724	\$ 4,188
Y-T-D	\$ 386,877	\$ 363,596	\$ 23,281

Income (Loss) Before Capital Contributions:

Month	\$ 2,908,830	\$ 2,414,053	\$ 494,777
Y-T-D	\$ 21,000,143	\$ 17,631,705	\$ 3,368,438

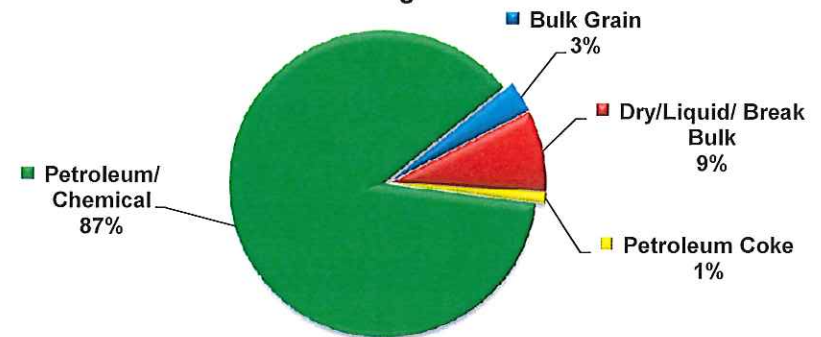
Capital Contributions

Month	\$ 519,989	\$ 1,205,316	\$ (685,327)
Y-T-D	\$ 5,325,583	\$ 6,207,360	\$ (881,777)

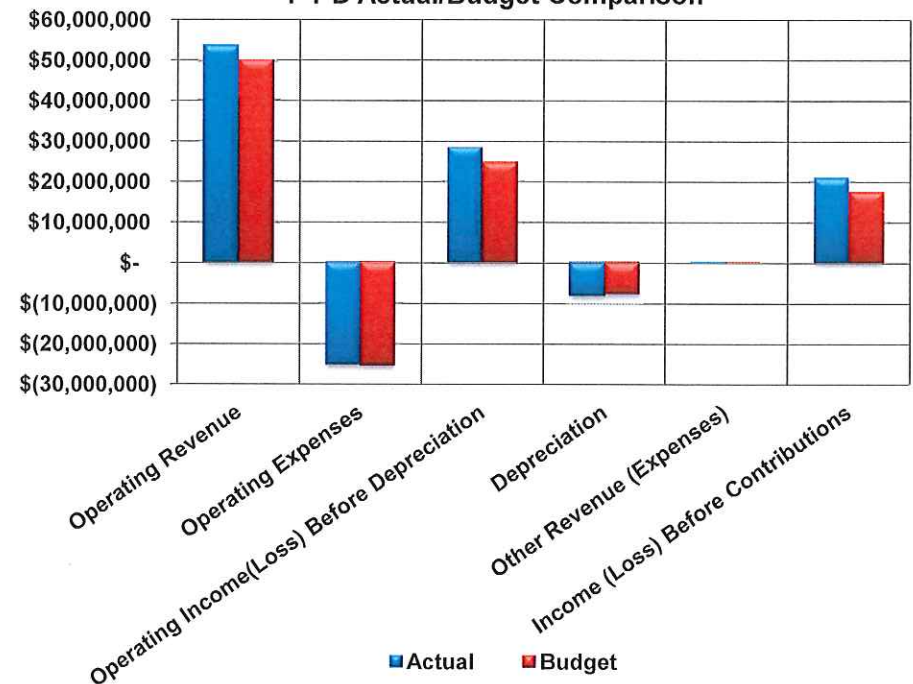
Change in Net Assets

Month	\$ 3,428,819	\$ 3,619,369	\$ (190,550)
Y-T-D	\$ 26,325,726	\$ 23,839,065	\$ 2,486,661

Y-T-D Tonnage



Y-T-D Actual/Budget Comparison



**Port of Corpus Christi Authority
Monthly Financial Summary
August 31, 2014**

DIVISION SUMMARY:

			Operating Income (Loss)			Other Revenue	Income (Loss)		
	Operating Revenues	Operating Expenses	Before Depreciation	Depreciation		(Expenses)	Before Contributions	Budget	Variance
Oil Docks-Public									
Month	\$ 2,942,210	\$ (153,409)	\$ 2,788,801	\$ (99,338)	\$ -	\$ 2,689,463	\$ 2,096,023	\$ 593,440	
Y-T-D	\$ 21,036,116	\$ (1,486,354)	\$ 19,549,762	\$ (799,559)	\$ -	\$ 18,750,203	\$ 16,673,701	\$ 2,076,502	
Oil Docks-Private									
Month	\$ 1,439,259	\$ (4,703)	\$ 1,434,556	\$ -	\$ -	\$ 1,434,556	\$ 1,185,494	\$ 249,062	
Y-T-D	\$ 8,822,765	\$ (35,465)	\$ 8,787,300	\$ (1,255)	\$ -	\$ 8,786,045	\$ 9,436,481	\$ (650,436)	
Dry Cargo Docks									
Month	\$ 551,700	\$ (49,833)	\$ 501,867	\$ (150,728)	\$ -	\$ 351,139	\$ 289,447	\$ 61,692	
Y-T-D	\$ 3,642,724	\$ (582,491)	\$ 3,060,233	\$ (1,206,070)	\$ -	\$ 1,854,163	\$ 2,315,491	\$ (461,328)	
Conference Center									
Month	\$ 85,285	\$ (123,230)	\$ (37,945)	\$ (24,653)	\$ 1,333	\$ (61,265)	\$ (45,587)	\$ (15,678)	
Y-T-D	\$ 1,140,302	\$ (1,220,958)	\$ (80,656)	\$ (197,520)	\$ 3,767	\$ (274,409)	\$ (438,480)	\$ 164,071	
Bulk Terminal									
Month	\$ 903,075	\$ (425,208)	\$ 477,867	\$ (69,761)	\$ -	\$ 408,106	\$ 467,737	\$ (59,631)	
Y-T-D	\$ 8,827,847	\$ (3,167,856)	\$ 5,659,991	\$ (552,554)	\$ 2,000	\$ 5,109,437	\$ 3,657,345	\$ 1,452,092	
Property and Buildings									
Month	\$ 535,908	\$ (1,008,319)	\$ (472,411)	\$ (334,721)	\$ -	\$ (807,132)	\$ (99,604)	\$ (707,528)	
Y-T-D	\$ 4,069,357	\$ (2,323,158)	\$ 1,746,199	\$ (2,691,308)	\$ 3	\$ (945,106)	\$ (1,048,924)	\$ 103,818	
Other Facilities									
Month	\$ 247,161	\$ (31,252)	\$ 215,909	\$ (52,564)	\$ -	\$ 163,345	\$ 140,069	\$ 23,276	
Y-T-D	\$ 1,799,315	\$ (849,090)	\$ 950,225	\$ (423,802)	\$ -	\$ 526,423	\$ 977,940	\$ (451,517)	
Port Security									
Month	\$ 620,398	\$ (389,302)	\$ 231,096	\$ (213,528)	\$ 15,093	\$ 32,661	\$ (185,697)	\$ 218,358	
Y-T-D	\$ 4,370,690	\$ (3,576,255)	\$ 794,435	\$ (1,726,341)	\$ 19,101	\$ (912,805)	\$ (1,638,210)	\$ 725,405	
General and Administrative									
Month	\$ 15,917	\$ (1,295,795)	\$ (1,279,878)	\$ (55,651)	\$ 33,486	\$ (1,302,043)	\$ (1,433,829)	\$ 131,786	
Y-T-D	\$ 83,829	\$ (11,902,348)	\$ (11,818,519)	\$ (437,295)	\$ 362,006	\$ (11,893,808)	\$ (12,303,639)	\$ 409,831	
Total									
Month	\$ 7,340,913	\$ (3,481,051)	\$ 3,859,862	\$ (1,000,944)	\$ 49,912	\$ 2,908,830	\$ 2,414,053	\$ 494,777	
Y-T-D	\$ 53,792,945	\$ (25,143,975)	\$ 28,648,970	\$ (8,035,704)	\$ 386,877	\$ 21,000,143	\$ 17,631,705	\$ 3,368,438	

**Port of Corpus Christi Authority
Monthly Financial Summary
August 31, 2014**

CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Authority Oil Docks</i>			
Design & Construction of OD 14 (M & G)	\$ 6,000,000	\$ 677,334	\$ 5,322,666
New Fire Barge Dock	1,900,000	9,362	1,890,638
New Public Oil Dock	800,000	-	800,000
Fire System Pressurization at Oil Docks	500,000	-	500,000
Replace Dock House at OD 10	350,000	29,760	320,240
Hoist Foundation & Gangway Support at OD's 4 & 7	300,000	25,055	274,945
OD 1 Improvements	100,000	-	100,000
Study of Oil Dock 9 Deepening	-	19,625	(19,625)
	9,950,000	761,136	9,188,864
<i>Bulk Terminal</i>			
Replace PLC & Drives at Gantry Crane	700,000	162,327	537,673
Replacement of Fendering on BD 1	700,000	342,703	357,297
Resurface Public Storage Pads	300,000	20,631	279,369
Full Covers Over All Conveyor Belts	230,000	251,232	(21,232)
Environmental Improvements	200,000	-	200,000
Equipment Storage Building	200,000	9,341	190,659
CB 6/CB 9 Rail Loadout Modifications	150,000	35,896	114,104
Purchase New Digging Bucket for Gantry Crane	150,000	-	150,000
Diesel Fuel Tank for On-Road Equipment	-	19,453	(19,453)
Bulk Dock 2 Roadway Extension	-	837	(837)
	2,630,000	842,420	1,787,580
<i>Conference Center</i>			
Replacement of Roof Tiles at the Ortiz Center Towers	-	39,878	(39,878)
Replacement of Carpet at the Ortiz Center	-	893	(893)
	-	40,771	(40,771)

**Port of Corpus Christi Authority
Monthly Financial Summary
August 31, 2014**

CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Canals and Basins</i>			
Deepen La Quinta Extension to 45'	\$ 6,000,000	\$ 5,708,551	\$ 291,449
West Barge Mooring Area	6,000,000	116,017	5,883,983
Widen Corpus Christi Ship Channel and Add Barge Shelves	500,000	22,425	477,575
Rincon B Mitigation Design, Construction & Monitoring	500,000	-	500,000
Relocation of Suntide DMPA Drainage to Viola Turning Basin	300,000	-	300,000
Replacement of Generator System for VTIS at Harbor Island	130,000	10,050	119,950
New Access Road to Good Hope DMPA	75,000	15,244	59,756
Tule Lake Foundation Removal	50,000	-	50,000
Security Grant #11 - Equipment Upkeep	150,500	356,351	(205,851)
Security Grant #11 - Nueces River Rail Yard Surveillance	223,063	260,591	(37,528)
Security Grant #11 - Nueces River Rail Yard Fencing	245,253	497,342	(252,089)
Security Grant #13 - Equipment Upkeep	125,400	-	125,400
Security Grant #13 - Emergency Power	228,775	-	228,775
Security Grant #13 - La Quinta/GIWW Surveillance	2,122,377	-	2,122,377
	16,650,368	6,986,571	9,663,797
<i>La Quinta</i>			
Final Design & Construction of Multipurpose Ship/Barge Dock	1,000,000	-	1,000,000
Design & Construction of 16" Waterline/8" Waterline	700,000	765,654	(65,654)
La Quinta Property Access Road	500,000	854,347	(354,347)
Terminal Mitigation - Aquatic Habitat	170,000	9,352	160,648
Terminal Mitigation - Terminal Buffer Area	170,000	-	170,000
Relocate 3 Pipelines on LaQuinta Property	-	(423,083)	423,083
Potable Water Modeling for La Quinta	-	23,315	(23,315)
	2,540,000	1,229,585	1,310,415

Port of Corpus Christi Authority
Monthly Financial Summary
August 31, 2014

CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Property and Buildings</i>			
Purchase of Land	\$ 2,000,000	\$ 250,666	\$ 1,749,334
New Port Office Building	1,000,000	20,968	979,032
Improve Pad at Former Hailey Site-Cleanup	310,000	-	310,000
Permian Yard Drainage Improvements	300,000	405,262	(105,262)
Outside Air Treatment Unit for Administration Building	200,000	-	200,000
Port Area Signage & Landscaping Improvements	150,000	-	150,000
Indian Point Mitigation Reserve-Conceptual Design and Planning	150,000	31,522	118,478
Development of 10 Acre Martin Midstream Property	50,000	364,379	(314,379)
Recertification of City's Storm Protection Levee System	50,000	-	50,000
Administration/Annex Building Improvements	30,000	-	30,000
Rincon Industrial Park Infrastructure Improvements	-	17,647	(17,647)
Rincon Property-Replace Door at Old Strike Pump Building	-	14,500	(14,500)
Electrical Service Upgrades at Maintenance Facility	-	42,445	(42,445)
Roof Replacement at Port's Mechanic Shop	-	25,968	(25,968)
Installation of CNG Vehicle Refueling Appliance	-	4,200	(4,200)
DMPA Cell C Rehabilitation	-	753,330	(753,330)
S Navigation Road Closure Fencing	-	5,976	(5,976)
	4,240,000	1,936,863	2,303,137
<i>Railroads</i>			
Construction of Nueces River Rail Yard Phase I	12,500,000	8,840,314	3,659,686
Nueces River Rail Yard Phase II	2,500,000	267,942	2,232,058
Inner Harbor Rail Upgrades & Improvements (2014)	1,500,000	31,168	1,468,832
La Quinta Rail Access Improvements	1,000,000	3,946	996,054
Inner Harbor Rail Upgrades & Improvements (2013 Carryover)	575,000	499,654	75,346
Gregory Relief (By Pass) Design & Construction	500,000	-	500,000
	18,575,000	9,643,024	8,931,976

Port of Corpus Christi Authority
Monthly Financial Summary
August 31, 2014

CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Finance & Administration</i>			
JD Edwards Software Upgrade	\$ 300,000	\$ -	\$ 300,000
Network/Storage Hardware - Administration	265,500	173,627	91,873
AIS System Software	250,000	-	250,000
KleinPort Property Management Software	150,000	70,000	80,000
Software Upgrades - Administration	44,000	1,785	42,215
IBM Power 7 Hardware/Software Upgrades	35,000	-	35,000
Ricoh Copier-Director of Finance	-	7,736	(7,736)
<i>Engineering</i>			
Office Furniture & Ricoh Copier	-	33,719	(33,719)
Construction Project Tracking Software	-	26,312	(26,312)
	1,044,500	313,179	731,321
<i>Port Operations</i>			
Purchase of Equipment:			
6,000 lb & 19,000 lb Forklifts - Bulk Terminal	125,000	-	125,000
Skid Steer Loader - Bulk Terminal	40,000	36,343	3,657
Water Truck - Bulk Terminal	90,000	93,411	(3,411)
Man Lift - Maintenance Department (purchased with trailer)	55,000	67,481	(12,481)
8,000 lb Forklift - Maintenance Department	35,000	-	35,000
10,000 Forklift - Maintenance Department	50,000	-	50,000
Winch Truck - Maintenance Department	130,000	-	130,000
Tractor with Boom Mower - Maintenance Department	150,000	147,333	2,667
Crew Rig Truck with Platform Bed - Maintenance Department	130,000	-	130,000
Vacuum System for Sweeper-Bulk Terminal	-	10,060	(10,060)
SUBTOTAL	805,000	354,628	450,372
Purchase of Vehicles:			
1/2 Ton Pickup Truck - Security Department	28,000	29,916	(1,916)
(2) SUV's - Security Guards	60,000	64,500	(4,500)
SUBTOTAL	88,000	94,416	(6,416)
	893,000	449,044	443,956

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
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\$	56,522,868	\$	22,202,593	\$	34,320,275
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**Port of Corpus Christi Authority
Monthly Financial Summary
August 31, 2014**

TERMS & DEFINITIONS:

Current Assets	Unrestricted cash and investments, accounts receivables, grant receivables, accrued revenues, inventory, prepaid expenses
Restricted Assets	Restricted cash and investments for law enforcement seizure accounts and LEOSE (Law Enforcement Officer Standards & Education) funds
Property, Plant & Equipment	Capitalized fixed assets and construction in progress, net of accumulated depreciation
Pension Plan Assets	Contributions made by the Port to the pension plan in excess of the actuarially determined rate
Current Liabilities	Accounts payables, accrued expenses, deferred income, worker compensation claims liability, and estimated incurred but not reported claims on employee health benefits
Restricted Liabilities	Section 125 benefits plan deposits
L-T Unearned Lease Income	Deferred lease revenue - Gulf Compress La Quinta warehouses
Other Long-Term Debt	Accrued vacation and sick leave, and other post-employment benefits
Net Position	Total net position; total assets less total liabilities

Divisions:

Oil Docks-Public	Oil docks for public use by Port customers
Oil Docks-Private	Oil docks for exclusive use by private industries
Dry Cargo Docks	Dry cargo docks owned both by the Port and private industries, transfer facility and storage yards
Conference Center	Ortiz Center
Bulk Terminal	Bulk docks 1 and 2, public storage pad and leased storage pads
Property & Buildings	Port property, leased elevator and grain bagging facility, Joe Fulton corridor and other Port roadways, refrigerated warehouse facility
Other Facilities	Service docks owned both by the Port and private industries, bulk docks owned by private industries, railroads, canals and basins, fire fighting response vessel, foreign trade zone, and refinery terminal fire company
Port Security	Port security to include the marine division, Port security guards and Amtex
General & Administrative	Executive director, managing director, communications, human resources, business development, finance & administration, engineering services, government affairs and operations

AGENDA ITEM NO. 21

No Attachment

AGENDA ITEM NO. 22

No Attachment

AGENDA ITEM NO. 23

No Attachment

AGENDA ITEM NO. 24

No Attachment

AGENDA ITEM NO. 25

No Attachment