



## NOTICE OF PORT COMMISSION MEETING

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The Port Commission (“Commission”) of the Port of Corpus Christi Authority (“PCCA”) of Nueces County, Texas, will hold a Regular Session Meeting on Tuesday, June 21, 2016, at 8:00 a.m., at the Congressman Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, 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:
  - A. Safety Briefing
  - B. Pledge of Allegiance
  - C. Invocation
  - D. Receive Conflict of Interest Affidavits.
2. Approve the minutes of the May 17, 2016 Commission meeting.
3. Workshop to discuss Procurement Methods for goods and services and related matters.
4. Receive comments from the public. (Each speaker is limited to three minutes.)
5. Receive committee reports from the following Commission committees:
  - A. Security
  - B. Audit
  - C. Long-Range Planning

6. Receive progress report from Del Richardson & Associates on the Hillcrest Voluntary Real Estate Acquisition and Relocation Program.
7. Receive status report on the Industrial Desalinization Project for Corpus Christi, Texas.
8. Receive a presentation from staff on the PCCA's Hurricane Preparedness Program, and approve a Resolution granting emergency spending authority for Hurricane Readiness and Recovery Plan Expenditures.
9. Receive quarterly update from the Corpus Christi Regional Economic Development Corporation.
10. Award a purchase contract in the amount of \$807,888 to EMCO Wheaten USA Inc., the lowest and best bidder based on bids received June 14, 2016, for the purchase of loading arms for public Oil Dock 15.
11. Approve (i) payment of Tipping Fees to the U.S. Army Corps of Engineers, or (ii) reimbursement to Martin Operating Partnership L.P., for Placement of Dredge Material in Dredge Material Placement Areas 1, 2 and/or South Shore Dredge Material Placement Area, Cell B, to support dredging associated with Construction of Public Oil Dock 15.
12. Approve reimbursement payment to Martin Operating Partnership, L.P., in the amount of \$62,900 for OD No. 15 dredge disposal permit fees required by the U.S. Army Corps of Engineers.
13. Award a Construction Contract in the amount of \$263,300 for repairs of unforeseen damage to the Tule Lake Bridge foundation fender system caused by a barge allision.
14. Approve a Resolution approving a Local Transportation Advance Funding Agreement with the Texas Department of Transportation for the Rider 48 Grant project to construct the Fulton Corridor intersection improvements and Mike Carrell Road to Oil Dock 14.
15. Approve a Change Order in the amount of \$418,400 to the contract with Russell Marine, LLC, for the construction of public Oil Dock 14 to add a channel drainage outfall and approximately 12,500 SF of concrete articulating shoreline protection revetment along the east shoreline.
16. Approve a professional engineering services contract with HDR Engineering Inc. in the amount of \$119,500 for additional design and construction phase services associated with the Oil Dock 14 and Mike Carrell Road projects.

17. Approve the PCCA's 25% cost-share payment of \$158,897.60 to the U.S. Army Corps of Engineers for geotechnical borings and analysis associated with the design of levee improvements at Dredge Material Placement Areas 8, 10, and 13.
18. Approve the Fifth Modification of Lease Agreement between the Port of Corpus Christi Authority and Corpus Christi Terminal Railroad Inc.
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.
  - A. Award a construction contract to RTSO Services LLC in the amount of \$205,251.30, the lowest and best bidder based on bids received on May 26, 2016, for the installation of two AEI readers.
  - B. Approve an increase in a professional services contract with Burns & McDonnell Transportation Inc. in the amount of \$28,000 for additional engineering services associated with the removal of the Tule Lake lift bridge foundation.
  - C. Approve a professional engineering services contract with Naismith Engineering Inc. in the amount of \$51,760 for engineering services associated with the 2016 roadway and parking lot repairs at Oil Dock 1 and Avery Point Road serving Oil Docks 3, 4, 7 and 11.
  - D. Approve a Service Order with LNV Inc. in the amount of \$68,845, under Professional Services Master Agreement No. 13-07, for engineering services associated with repairs and upgrades to the Kay Bailey Hutchison Road.
  - E. Approve Two Easement and Right-of-Way Agreements with AEP Texas Central Company for the installation of electrical service drops at 4234 and 6522 Joe Fulton International Trade Corridor.
  - F. Approve an Easement and Right-of-Way Agreement with AEP Texas Central Company for the installation of underground electrical service for 6701 Joe Fulton International Trade Corridor.
  - G. Approve a professional services contract with SolkaNavaTorno, LLC, in the amount of \$73,200 for architectural and engineering services

associated with the design of roof, wall, and overhead door replacement, upgrades, and repairs to the 162,000-square-foot Cargo Dock 9 Transfer Facility.

- H. Approve a First Amendment and Supplement of a professional engineer services contract with Alan Plummer Associates Inc. for additional design services in the amount of \$11,988.
  - I. Approve purchase of Three Servers from Dell and one EMC SAN, two Cisco switches and VMware software from Sigma in the total amount of \$220,410.36 with a PCCA match of \$55,102.59 as part of the Security Equipment Upkeep project (Security Grant 14).
20. Receive report from the Executive Director on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month—Safety, Community Relations, Communications, Government Affairs, Business Development, Foreign Trade Zone, Ortiz Center, Human Resources, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.
  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.
  22. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase and value of certain lots on the south side of the Inner Harbor. The Commission may authorize the purchase of these lots in open session.
  23. The Commission will go into executive session pursuant to §551.087 of the Texas Government Code to deliberate offering financial or other incentives to a business prospect that PCCA is encouraging to locate in San Patricio County and with which PCCA is conducting economic development negotiations.
  24. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property on the north side of the Ship Channel.
  25. The Commission will go into executive session pursuant to §551.072 and §551.087 of the Texas Government Code to deliberate (i) leasing certain PCCA real property on the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA is encouraging to locate on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.

26. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing certain PCCA real property on the north side of the Ship Channel.
27. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing certain PCCA real property on the south side of the Inner Harbor.
28. Adjourn.

***AGENDA ITEM NO. 1***

**Call Meeting to Order**

**NO ATTACHMENT**

**OFFICIAL MINUTES OF PORT COMMISSION MEETING  
MAY 17, 2016**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, May 17, 2016, at 8:30 a.m., for the regular monthly meeting of the Port Commission.

**Present:** Mr. Charles Zahn  
Mr. Wayne Squires  
Ms. Barbara Canales  
Mr. David P. Engel  
Mr. Richard Valls  
Mr. Richard L. Bowers  
Mr. Wes Hoskins

**Present:** Mr. John P. LaRue  
Mr. Sean Strawbridge  
Mr. Jarl Pedersen  
Mr. Darrin Aldrich  
Ms. Rosie Collin  
Mr. Dennis DeVries  
Mr. Tyler Fuhrken  
Ms. Sarah Garza  
Mr. David Krams  
Mr. Ruben Medina  
Ms. Sandra Terrell-Davis  
Ms. Nelda Olivo  
Mr. Tom Mylett  
Ms. Lynn Angerstein  
Ms. Audre Debler  
Mr. Sam Esquivel  
Mr. Brett Flint  
Ms. Donna James-Spruce  
Mr. John Slubar  
Mr. Dan Koesema  
Ms. Angela Leyva  
Ms. Sonya Lopez  
Mr. Dave Michaelson  
Ms. Maggie Turner  
Ms. Roxana Gomez  
Mr. Eddie Martinez  
Ms. Leslie Ruta  
Mr. Bennie Benavides  
Ms. Teresa Bray  
Ms. Sonya Budilo

Ms. Natasha Fudge  
Ms. Peggy Mettlen  
Ms. Jennifer Powell  
Mr. Jesse Samu

**Others Present:**

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

**Others Present:**

Ms. Carrie Robertson Meyer  
Mr. Stephen Presley  
Mr. Ron Graban  
North Beach Community Association  
Mr. Rich Stroot  
AMBUCS  
Mr. Terry Arnold  
Consultant  
Mr. Xavier Valverde  
G&H Towing  
Ms. Sue Zimmermann  
Consultant  
Mr. Tom Moore  
Consultant  
Mr. Will Nichols  
Cheniere  
Ms. Jalyn Stineman  
US Coast Guard  
Mr. Matt Yost  
Mr. Joel Herrington  
Martin  
Mr. Scott Harris  
LAN  
Mr. David Cave  
CITGO  
Mr. David Fields  
Gulf Compress  
Ms. Del Richardson  
DRA  
Capt. Mike Kershaw  
Consultant  
Mr. Chris Ramirez  
Caller-Times  
Ms. Carol Scott  
Kailo Communications  
Mr. Foster Edwards  
San Patricio Economic Development Corp.



Mr. Lee Abernathy  
T. Parker Host  
Mr. Gasper D'Anna  
John Bludworth Shipping  
Mr. Andy Gossett  
Gulf Stream Marine  
Mr. Brent Moore  
HDR  
Mr. Rick DuPriest  
W.L. Bates  
Mr. Iain Vasey  
CC Regional EDC

**I.**

Chair Zahn called the meeting to order and asked for conflict of interest affidavits to be submitted. None were submitted.

**II.**

On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved the minutes of April 19, 2016, Commission meeting in the form presented to the meeting.

**III.**

The Commission received a presentation of an AmTryke to Brandon Quintanilla through the National American Business Club (AMBUCS) Wish Lis program.

**IV.**

The Chair asked for comments from the public. Comments regarding the Harbor Bridge Project were received from Ms. Carrie Robertson Meyer and Mr. Stephen Presley representing the North Beach Community Association.

**V.**

The Commission received committee reports from the following Commission committees: a) Security; b) Audit; and (c) Long-Range Planning.

**VI.**

On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved and accepted, in the form presented to the meeting, the first quarter Financial Report for 2016.

**VII.**

On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved and accepted, in the form presented to the meeting, the first quarter Investment Report for 2016.

**VIII.**

The Commission received a report from Del Richardson & Associates Inc. on the Hillcrest Voluntary Real Estate Acquisition and Relocation Assistance Program.

**IX.**

On motion made by Mr. Engel and seconded by Mr. Valls, the Commission authorized staff to issue a Request for Proposals for temporary staffing needs related to the Hillcrest Voluntary Real Estate Acquisition and Relocation Program in an estimated annual amount of \$210,000.

**X.**

Item **A** was removed from the Consent Agenda to be acted upon separately. Then, on motion made by Mr. Valls and seconded by Mr. Engel, Items **B, C, D, E, F, G and H** 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:

- B.** Approve the purchase of six vehicles in the total amount of \$178,572 using government pricing from the State of Texas Buy Board Cooperative Program.
- C.** Approve Professional Services Master Agreement No. 09-16 and Service Order No. 1 with Cardno GS Inc. in the amount of \$49,343 for environmental services related to Environmental Management System (EMS) workshops for stevedores.
- D.** Approve an Amendment to a Pipeline Easement with Cheniere Corpus Christi Pipeline, L.P., to partially release the southern portion of an existing easement and to amend the eastern terminus of the easement located at the La Quinta Terminal site in San Patricio County.
- E.** Approve an Amendment to a Professional Services Contract with Two Guns Consulting and Construction, LLC, in the amount of \$20,240 for continued construction inspection services related to and reimbursable by Magellan Pipeline Holdings, L.P., for pipeline construction project within the Inner Harbor.

## **AGENDA ITEM NO. 2**

- F.** Award a construction contract to JE Construction Services, the lowest and best bidder, based on bids received on April 22, 2016, in the amount of \$303,510.70 for roadway improvements at the Bulk Terminal, Avery Point and Rincon Road.
- G.** Approve an increase in the Additive Bid Item allowance and approve a Change Order in the amount of \$73,150 to PCCA's construction contract with Garrett Construction Co. for resurfacing of the South Side Storage Yard project.
- H.** Approve purchase of one Flir Ranger III LR thermal camera from Anixter Inc. in the amount of \$57,750 with a PCCA match of \$14,437.50 as part of security equipment upkeep project (Security Grant 14).

Consideration of Item **A** on the Consent Agenda was deferred until after the executive session of the Port Commission: Following the conclusion of the Commission's executive session, on motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved, in the form presented to the meeting, the engagement letter with Husch Blackwell, LLP, for legal services rendered in connection with the possible purchase of assets from the Sherwin Alumina bankruptcy.

### **XI.**

The Executive Director submitted his report on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month – Safety, Community Relations, Communications, Government Affairs, Business Development, Foreign Trade Zone, Ortiz Center, Human Resources, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.

### **XII.**

Mr. Zahn asked for comments from Port Commissioners.

### **XIII.**

On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved, in the form presented to the meeting, a Lease Agreement with Martin Operating Partnership, LP, for Oil Dock No. 15, which will be constructed by PCCA on land on the north side of the Corpus Christi Turning Basin in the Inner Harbor.

***At 9:33 a.m., Mr. Zahn announced that the Commission would go into executive session pursuant to §551.071, §551.072 and §551.087 of the Texas Government Code to deliberate agenda items 13, 14, 15, 16, 17, 18 and 19.***

***At 11:19 a.m. the Commission reconvened into open session.***

**XIV**

In executive session, the Commission deliberated the purchase and value of certain real property in the vicinity of the La Quinta Channel and received legal advice from PCCA counsel regarding the acquisition of this property. No action was taken on this agenda item in open session.

**XV.**

This item was for executive session only: Deliberate (i) leasing certain PCCA real property on the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA is encouraging to locate or expand on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.

**XVI.**

This item was for executive session only: Deliberate (i) leasing certain PCCA real property on the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA is encouraging to locate on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.

**XVII.**

In executive session, the Commission deliberated the purchase and value of certain real property on the north side of the Ship Channel. No action was taken on this agenda item in open session.

**XVIII.**

This item was for executive session only: Deliberate the purchase and value of certain real property on the south side of the Inner Harbor.

**XIX.**

This item was for executive session only: Receive legal advice on the Harbor Bridge Replacement Project Four-Party Agreement between the Port of Corpus Christi Authority; the Texas Department of Transportation; the City of Corpus Christi, Texas; and the Corpus Christi Housing Authority.

**XX.**

There being no further business, the meeting adjourned at 11:20 a.m.

***AGENDA ITEM NO. 3***

**Workshop**

**MATERIALS NOT YET AVAILABLE**

***AGENDA ITEM NO. 4***

**Comments from Public**

**NO ATTACHMENT**

***AGENDA ITEM NO. 5***

**Committee Reports**

**NO ATTACHMENT**



## Hillcrest / Washington – Coles Voluntary Real Estate Acquisition & Relocation Program

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June 21<sup>st</sup>, 2016 Commissioners meeting





# Field office progress



# May 7<sup>th</sup> Letter Update

***“TxDOT will initiate the Acquisition Program no later than 120 days from the Effective Date of this Agreement. TxDOT will provide the first written notice no later than 120 days from the Effective Date of this Agreement.”***

**(4 Party Agreement)**

Total Parcel Count – 543

Initial Number of Parcels – 541

Additional Confirmed Parcels – 2

Certified Return Receipts Received – 375

Letters Returned Not Delivered – 36

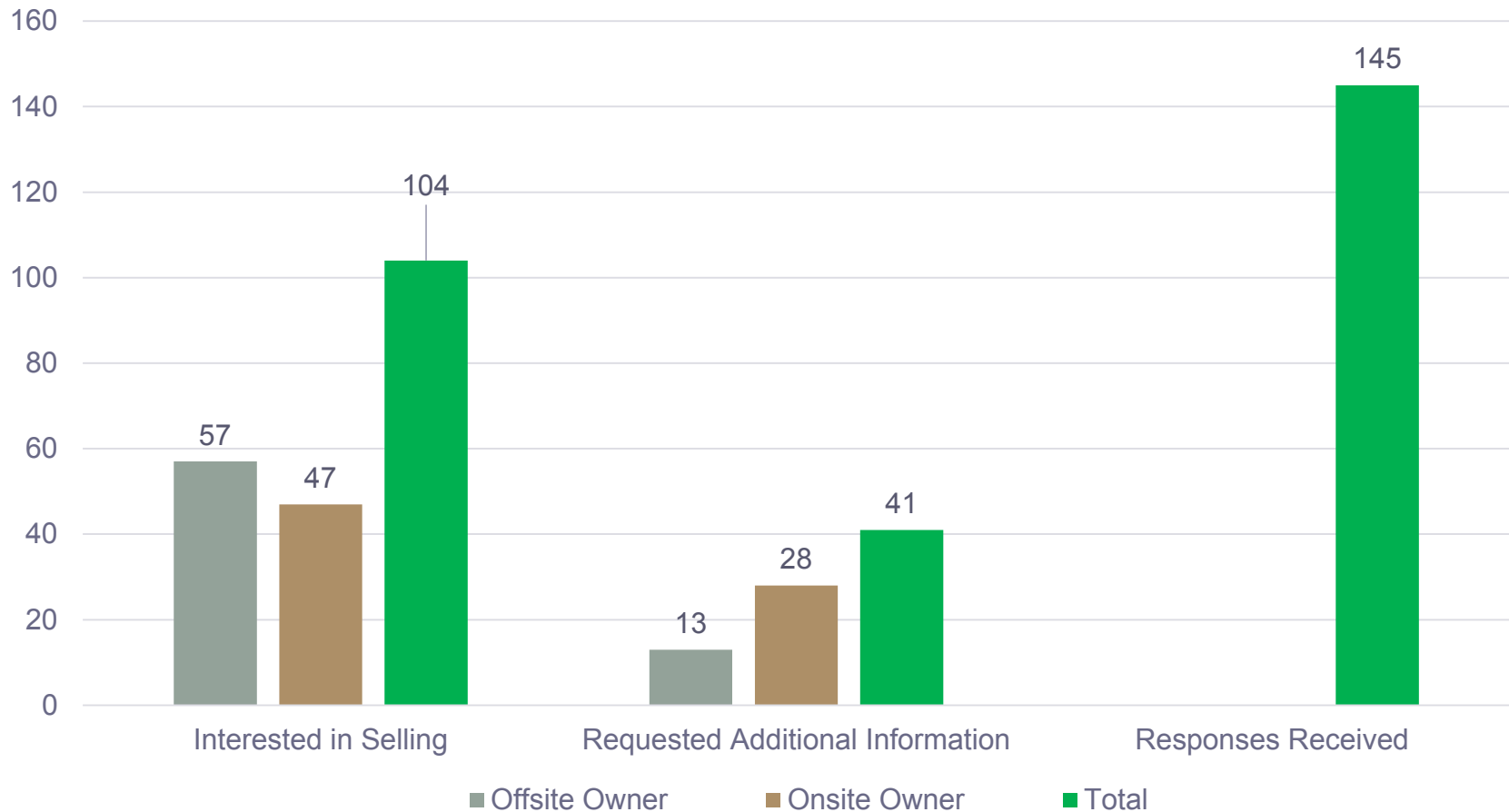
Returned Letters Resolved – 5

DRA and the PORT chose the tactic of sending 2 letters per parcel identified for a total of 1086 letter. Of the 543 certified letters sent, over 69% of the return receipt have been received. Not deliverable is less than 6%.

As of 6/15/2016

# May 7<sup>th</sup> Letter Update continued

## Letter Response Detail



As of 6/15/2016

19/223

# Community Outreach Events

## Past Workshops

- May 24: Property Owner who reside in project area: 2 – meetings held
- May 25: Business Owners: - 1 meeting held
- May 26: Tenants: 3 Meetings held

## Participation

- Owners – 93 Attendees
- Business – 18 Attendees
- Tenants – 36 Attendees

## Upcoming Workshops:

- June 13: City of Corpus Christi – 1<sup>st</sup> Time Home Buyers
- June 14: Nueces County Tax Appraiser
- June 21: Owners who rent/lease their Hillcrest Home
- June 23: Cass Realty – Home Buyers “Making a Purchase”

# Informational Workshops



We had 146 attendees sign-in to 6 meeting over a 3 day period. Thanks to great support from the POCCA staff, counsel and leadership, the meetings were a success.

Exit surveys completed by 26 participants provided the following feedback for future events:

- The location for the event had the lowest rating overall, however the score given was above average
- The acquisition speaker ranked highest in our evaluation.
- Other comments were: Good job, Great information, learned a lot and this information “killed my mood”

# Next Steps

- Identify the willing participants
- Present options and educate potential program participants
- Review preliminary title reports (118 Title Commitments Requested)
- Certify local appraisers with TXDoT
- Order Appraisals

# Office

## Office Address

2301 N. Port Ave  
Corpus Christi, TX 78401

Phone Number: 361-232-5083

## Office Hours

Monday – Friday 9am – 6pm  
Saturday 10am – 2pm  
Sunday Closed

***AGENDA ITEM NO. 7***

**Desal Project Update**

**NO ATTACHMENT**



**RESOLUTION OF THE PORT COMMISSION  
PORT OF COPRUS CHRISTI AUTHORITY, OF NUECES COUNTY, TEXAS  
GRANTING EMERGENCY SPENDING AUTHORITY  
TO THE EXECUTIVE DIRECTOR  
FOR PRE-READINESS AND POST-STORM RECOVERY  
HURRICANE EXPENDITURES**

**WHEREAS**, the Atlantic Hurricane Season begins June 1<sup>st</sup> and ends November 30<sup>th</sup> of each year; and

**WHEREAS**, the Port of Corpus Christi (the “Port”) is located along the Gulf of Mexico and is at risk to damage caused by a hurricane; and

**WHEREAS**, the Port has in place a Hurricane Readiness and Recovery Plan that outlines the necessary pre-readiness actions to be taken in preparation of a hurricane impacting the Port as well as post-storm recovery actions to be taken after the hurricane has passed; and

**WHEREAS**, these actions may require the emergency purchase of unbudgeted items to preserve or protect the public health and safety of the residents of the district or to preserve the property of the district in the event of a public calamity:

**NOW, THEREFORE, BE IT RESOLVED THAT** the Port Commissioners, acting pursuant to Section 60.4035, Texas Water Code, to preserve or protect the public health and safety of the residents of the district and to preserve the property of the district in the event of a public calamity do hereby authorize the Executive Director of the Port to make emergency purchases in an amount that exceeds \$50,000, if necessary, for pre-readiness actions and post-storm recovery efforts by the Port in accordance with the Port’s Hurricane Readiness and Recovery Plan; and

**BE IT FURTHER RESOLVED THAT** the Executive Director shall notify the Port Commission electronically of any purchase made pursuant to this Resolution not later than 48 hours after the purchase is made and shall give the Port Commission a detailed report of the purchase at the next Commission meeting.

***AGENDA ITEM NO. 9***  
**CCREDC Quarterly Update**

**NO ATTACHMENT**



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 10**

**Award a Purchase Contract in the Amount of \$807, 888 to EMCO Wheaten USA Inc., the Lowest and Best Bidder Based on Bids Received on June 14, 2016 for the Purchase of Loading Arms for Public Oil Dock 15**

**SUMMARY:** Staff recommends a purchase contract be awarded to EMCO Wheaten USA, Inc. (EMCO) for the purchase of loading arms for Public Oil Dock 15. On June 14, 2016, we received two responses to our Notice to Bidders (see attached Bid Tabulation Sheet). EMCO submitted the lowest and best bid for Alternate A to Bid Item 1 and Bid Item 2 for a total of \$807,888.00.

**BACKGROUND:** On May 17, 2016, the Commission approved a lease agreement (Lease) with Martin Operating Partnership L.P. (Martin) for the construction and operation of a new oil dock, Oil Dock 15, which will be owned by the PCCA and used exclusively by Martin. The dock will support much of Martin's liquid bulk loading operations that will cease at Cargo Dock 10 due to the construction of the New Harbor Bridge. The proposed Oil Dock 15 will be located just west of NuStar Oil Dock 16 (see attached exhibit).

Per the terms of the Lease, the PCCA will design and construct the dock structure, slip, and equipment including the facility's loading arms. To meet the desired schedule for the dock to be complete and operational by, or soon after, when Martin's operations must cease at Cargo Dock 10, the loading arms, which were anticipated to have the longest lead time to provide, would need to be purchased ahead of the remaining construction activities.

Loading arms are specialized equipment designed and manufactured to meet site-specific requirements and typically have a nine to twelve month delivery time. The PCCA and Martin cooperatively established the requirements for the loading arms and prepared technical specifications for the purchase contract. The contract documents included a bid item for two 12-inch diameter hydraulically operated loading arms with vapor return with a combined loading/unloading rate of 40,000 barrels per hour and capable of accommodating loading and unloading operations for a wide range of ocean going vessels (Bid Item 1) and a bid item for one 8-inch diameter manually operated loading arm with vapor return having a loading/unloading rate of 8,500 barrels per hour and capable of accommodating a range of inland and ocean going barges (Bid Item 2). Bid Item 1 required delivery of the 12 inch loading arms within 300 calendar days, and alternate bids were also sought for Bid Item 1 for expedited delivery in either 240 or 180 calendar days, as Alternate A and Alternate B, respectively. Since not as potentially time critical, Bid Item 2 required delivery of the 8 inch loading arm within 300 calendar days.



**ALTERNATIVES:** PCCA staff and Martin have evaluated and discussed several alternatives related to this project. Alternate loading arm designs and dock configurations have also been evaluated. Based on the current schedule for the Harbor Bridge, Martin and PCCA operational requirements, regulatory permitting stipulations, and the status of the design of the remaining components of the dock and equipment, purchasing loading arms prior to award of dock construction is considered to be the preferred alternative.

**CONFORMITY TO PORT POLICY:** Design of this project was included in the 2016 Capital Budget. The project is consistent with a goal in the PCCA 2025 Strategic Plan, identified in Strategic Goal #2 – Provide Facilities & Services to Meet Customer Needs to provide surface infrastructure and services to support maritime and industrial development.

**EMERGENCY:** Although this is not an emergency action, ordering of loading arms at this time is necessary to support construction and commissioning of Oil Dock 15 on a schedule that will meet the needs of PCCA's customer.

**FINANCIAL IMPACT:** This project will maintain throughput levels with an existing customer by replacing capacity that will be impacted by construction of the New Harbor Bridge. PCCA's cost to design and construct the proposed dock will be recovered through the terms and conditions of the Lease with Martin.

**STAFF RECOMMENDATION:** Staff recommends the initiation of the construction of the Oil Dock 15 project with the award of a purchase contract to EMCO Wheaten USA, Inc. for a total of \$807,888.00, which includes \$676,558.00 for ***Alternate A to Bid Item 1*** for the purchase of two 12-inch diameter hydraulically operated loading arms with vapor return to be delivered within 240 calendar days from award and \$131,330.00 for ***Bid Item 2*** for the purchase of one 8-inch diameter manually operated loading arm with vapor return. Staff further recommends that the Director of Engineering Services be granted a 5 percent contingency (\$40,394.40) to cover any minor change in the scope of work during the manufacturing phase of the Loading Arm purchase.

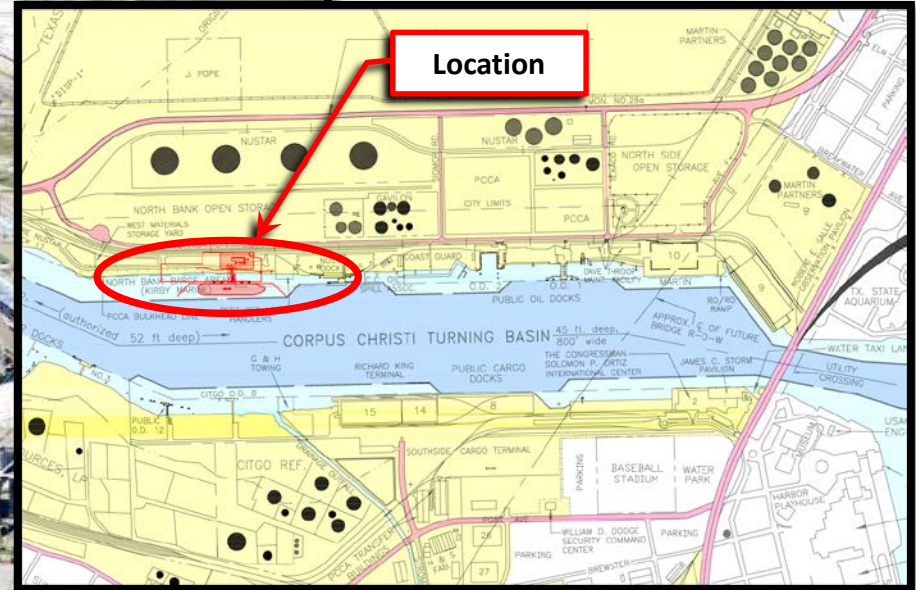
**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams Brett Flint Natasha Fudge Sonya Lopez-Sosa
Legal	Jimmy Welder
Senior Staff	John LaRue Sean Strawbridge Jarl Pederson

**LIST OF SUPPORTING DOCUMENTS:**

Map of Proposed Oil Dock 15 Location

Bid Tab





**BID TABULATION FOR  
PURCHASE OF LOADING ARMS FOR PUBLIC OIL DOCK 15  
PROJECT NO. 16-033C**

**Bid Opening: June 14, 2016 at 2:00 pm**

Company Name	Bid Bond or Check	Bid Item 1 <sup>A</sup>	Alternate A to Bid Item 1 <sup>B</sup>	Alternate B to Bid Item 1 <sup>C</sup>	Bid Item 2 <sup>D</sup>	Bid Item 2 Time of Delivery*	Design Information					Addendum No 1	Staff's Recommended Award: Alternate A + Bid Item 2
							A <sup>1</sup>	B <sup>2</sup>	C <sup>3</sup>	D <sup>4</sup>	E <sup>5</sup>		
EMCO Wheaton	5%	No Bid	\$676,558.00	No Bid	\$131,330.00	240	X	X	X	X	X	X	\$807,888.00
Kannon Loading Equipment	-	\$699,957.00	\$713,944.00	\$746,567.00	\$271,040.00	300	X	X	X	-	X	X	\$984,984.00

\*In calendar days

<sup>A</sup>Bid Item 1: The scope of work generally consist of: TWO (2) 12-INCH DIAMETER HYDRAULICALLY OPERATED LOADING ARMS WITH PIGGYBACK VAPOR RETURN LINES DELIVERED WITHIN 300 CALENDAR DAYS: Lump sum price for the purchase of TWO (2) 12-INCH DIAMETER HYDRAULIC LOADING ARMS WITH PIGGYBACK VAPOR RETURN LINES with delivery within Three Hundred (300) calendar days of Notice of Award of Contract.

<sup>B</sup>Alternate A to Bid Item 1: The scope of work generally consist of: TWO (2) 12-INCH DIAMETER HYDRAULICALLY OPERATED LOADING ARMS WITH PIGGYBACK VAPOR RETURN LINES DELIVERED WITHIN 240 CALENDAR DAYS: Lump sum price of additional cost for delivery of TWO (2) 12-INCH DIAMETER HYDRAULICALLY OPERATED LOADING ARMS WITH PIGGYBACK VAPOR RETURN LINES within Two Hundred Forty (240) calendar days of Notice of Award of Contract.

<sup>C</sup>ALTERNATE B TO BID ITEM 1 The scope of work generally consists of: TWO (2) 12-INCH DIAMETER HYDRAULICALLY OPERATED LOADING ARMS WITH PIGGYBACK VAPOR RETURN LINES DELIVERED WITHIN 180 CALENDAR DAYS: Lump sum price of additional cost for the purchase of TWO (2) 12-INCH DIAMETER HYDRAULICALLY OPERATED LOADING ARMS WITH PIGGYBACK VAPOR RETURN LINES with delivery within One Hundred Eighty (180) calendar days of Notice of Award of Contract.

<sup>D</sup>BID ITEM 2: The scope of work generally consist of: ONE (1) 8-INCH DIAMETER MANUALLY OPERATED LOADING ARM WITH PIGGYBACK VAPOR RETURN LINES: Lump sum price for the purchase of ONE (1) 8-INCH DIAMETER MANUALLY OPERATED LOADING ARM WITH PIGGYBACK VAPRO RETURN LINES with delivery within maximum of three hundred (300) calendar days of Notice of Award of Contract.

<sup>1</sup>Manufacturer's Specification <sup>2</sup>Spare Parts <sup>3</sup>Base Plate Size <sup>4</sup>Envelope Drawing <sup>5</sup>Certifications

Read By: Brett Flint  
 Tabulated By: Natasha Fudge  
 Checked & Prepared By: Lucy Betancourt  
 Date: 06/14/2016



**DATE:** June 21, 2016

**TO:** Port Commission

**FROM:** David Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
 (361) 885-6134

**AGENDA ITEM NO. 11**

**Approve (i) Payment of Tipping Fees to the U.S. Army Corps of Engineers, or (ii) Reimbursement to Martin Operating Partnership L.P. for Placement of Dredge Material in Dredge Material Placement Areas 1, 2 and/or South Shore Dredge Material Placement Area, Cell B, to Support Dredging Associated with Construction of Public Oil Dock 15**

**SUMMARY:** Staff recommends approval to pay tipping fees to the U.S. Army Corps of Engineers (USACE), or to reimburse Martin Operating Partnership L.P. for payment of such tipping fees, in an amount not to exceed \$291,600 for placement of up to 120,000 cubic yards of dredge material in Dredge Material Placement Areas 1, 2 and/or South Shore Dredge Material Placement Area, Cell B, to support dredging associated with construction of Public Oil Dock 15.

**BACKGROUND:** On May 17, 2016, the Commission approved a lease agreement (Lease) with Martin Operating Partnership L.P. for the construction and operation of a new oil dock, Oil Dock 15, which will be owned by the PCCA and used exclusively by Martin. The dock will support much of Martin’s liquid bulk loading operations that will cease at Cargo Dock 10 due to the construction of the New Harbor Bridge. The proposed Oil Dock 15 will be located just west of NuStar Oil Dock 16 (see attached exhibit). Construction for the dock and dredging of the berth for Oil Dock 15 is scheduled to begin as early as August 2016. Per the terms of the Lease, the PCCA is responsible for paying tipping or dredge disposal fees, and these costs are included in the total estimated cost of the Oil Dock 15 project.

The USACE requires payment of tipping fees for placement of non-federal dredged material into Dredge Material Placement Areas (DMPA) designated for the federal ship channel project and maintained by the USACE. Since the Oil Dock 15 project is being constructed under the USACE permit obtained by Martin and for which federal designated DMPAs are to be utilized, Martin is entering into a Memorandum of Agreement (MOA) with the USACE for use of these DMPAs. The USACE has established a tipping fee rate of \$0.74 per cubic yard (CY) for placement of material at Dredge Material Placement Areas 1 and 2, and \$2.43 for placement of material at South Shore Dredge Material Placement Area, Cell B. The DMPA to be used will be selected at time of construction based on DMPA availability. An advanced payment to the USACE is required before the MOA can be signed by the USACE and before any dredging can begin. The advance is equal to the tipping rate multiplied by the estimated



cubic yards to be placed in the designated DMPA. An estimated 85,000 CY will be dredged and deposited into the DMPA; however, the final volume could be as much as 120,000 CY.

**ALTERNATIVES:** None. Payment of tipping fees for construction of the berth at Oil Dock 15 will be paid by the PCCA per the terms and conditions of the Lease with Martin.

**CONFORMITY TO PORT POLICY:** The project is consistent with a goal in the PCCA 2025 Strategic Plan, identified in Strategic Goal #2 – Provide Facilities & Services to Meet Customer Needs to provide surface infrastructure and services to support maritime and industrial development.

**EMERGENCY:** Although this is not an emergency action, approving payment of tipping fees to the USACE is necessary to meet the USACE deadline of June 29, 2016 to fully execute the MOA.

**FINANCIAL IMPACT:** This project will maintain throughput levels with an existing customer by replacing capacity that will be impacted by construction of the New Harbor Bridge. PCCA's cost to design and construct the proposed dock, including associated dredge material placement costs, will be recovered through the terms and conditions of the Lease with Martin.

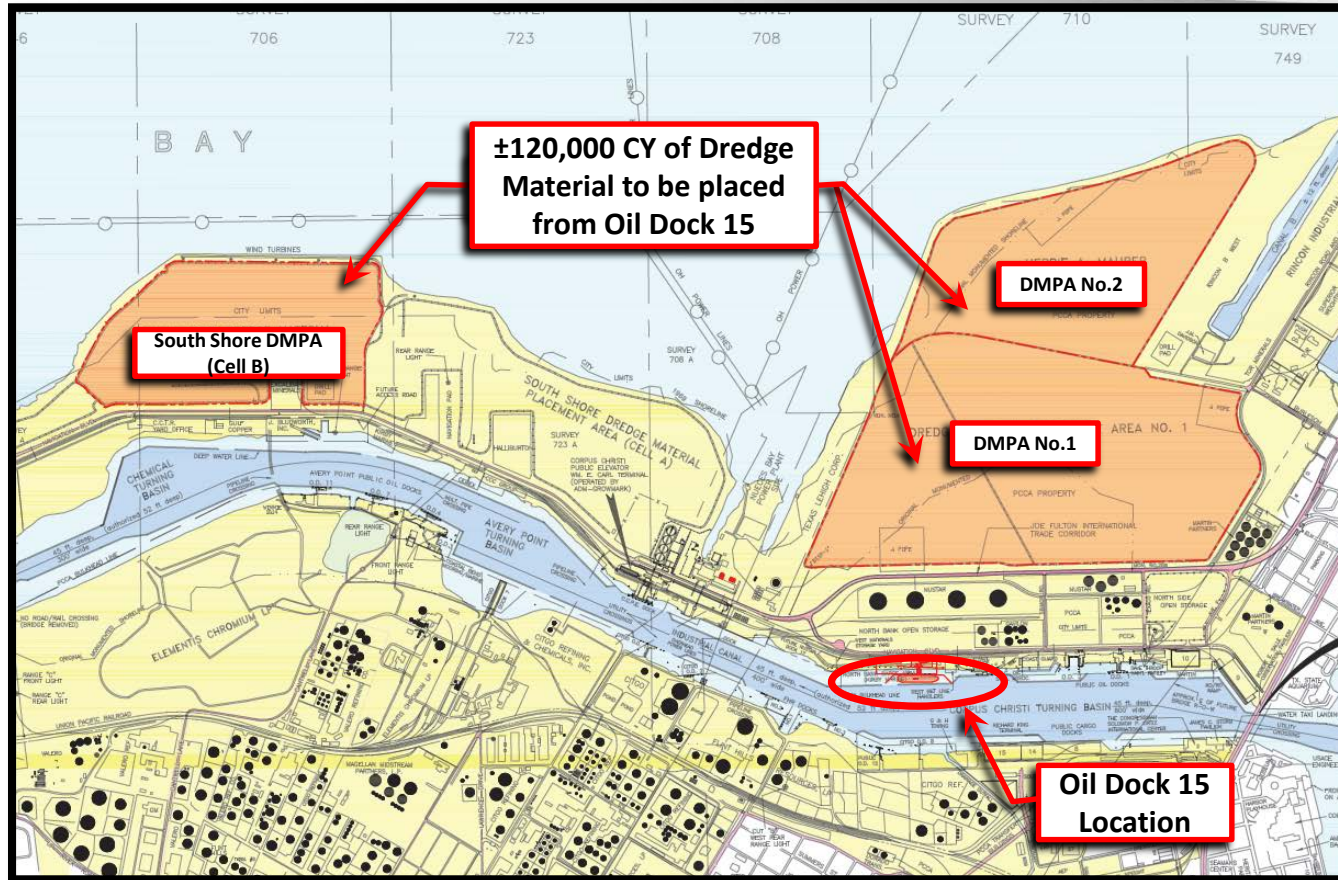
**STAFF RECOMMENDATION:** Staff recommends approval to pay tipping fees directly to the U.S. Army Corps of Engineers, or to reimburse Martin Operating Partnership L.P. for payment of such tipping fees, in an amount not to exceed \$291,600 for placement of up to 120,000 cubic yards of dredge material (using the maximum rate of \$2.43 per CY) into Dredge Material Placement Areas 1, 2 and/or South Shore Dredge Material Placement Area, Cell B, to support dredging associated with construction of Public Oil Dock 15.

**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams Dan Koesema Brett Flint Natasha Fudge
Legal Senior Staff	Jimmy Welder John LaRue Sean Strawbridge Jarl Pederson

**LIST OF SUPPORTING DOCUMENTS:**

Map of Proposed Oil Dock 15 Location and Dredge Material Placement Areas





**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** Sean Strawbridge – Chief Operating Officer  
sstrawbridge@pocca.com | (361) 885-6133

**AGENDA ITEM NO. 12**

**Approve Reimbursement Payment to Martin Operating Partnership, L.P., in the Amount of \$62,900 for OD No. 15 Dredge Disposal Permit Fees Required by the U.S. Army Corps of Engineers.**

**SUMMARY:** Staff recommends approval of a reimbursement payment to Martin Operating Partnership, L.P. (“Martin”) in the amount of \$62,900.00 for dredge material permit fees required by the U.S. Army Corps of Engineers (“USACOE”) for Oil Dock No. 15. Per the lease agreement executed with Martin and approved by the PCCA Commission on May 17, 2016, PCCA will be constructing the OD15 dock structures and will perform the dredging of the berth area to the approved depth of 45’. Oil Dock No. 15 (“OD15”), will replace PCCA’s Public Cargo Dock No. 10 (“CD10”), which must be removed to allow for construction of the New Harbor Bridge. The attached Reimbursement Letter from Martin to PCCA will be executed upon Commission approvals.

**BACKGROUND:** As the new Harbor Bridge Project is requiring the current Martin OD15 facility to be relocated and the existing agreement to be terminated, the PCCA is constructing an entirely new OD15 facility. However Martin had originally contemplated building the dock themselves and thus applied directly to the USACOE for the requisite permits. As PCCA will be building under these Permits and has obtained approval from the USCOE to do so, the USCOE has indicated that in order to ensure expeditious permit approvals from the Galveston District, payments for such permits should be paid directly by Martin and reimbursed by PCCA.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** Yes

**EMERGENCY:** No. Urgent, yes.

**FINANCIAL IMPACT:** \$62,900.00

**STAFF RECOMMENDATION:** Staff recommends approval of the payment and execution of the Reimbursement Letter.

**DEPARTMENTAL CLEARANCES:**

Reviewed & Approved	Sean Strawbridge
Legal	Jimmy Welder
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen
	Darrin Aldrich
	David Krams

**LIST OF SUPPORTING DOCUMENTS:**

Map of Project Location  
Reimbursement Letter from Martin

DRAFT

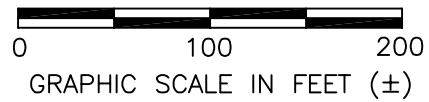
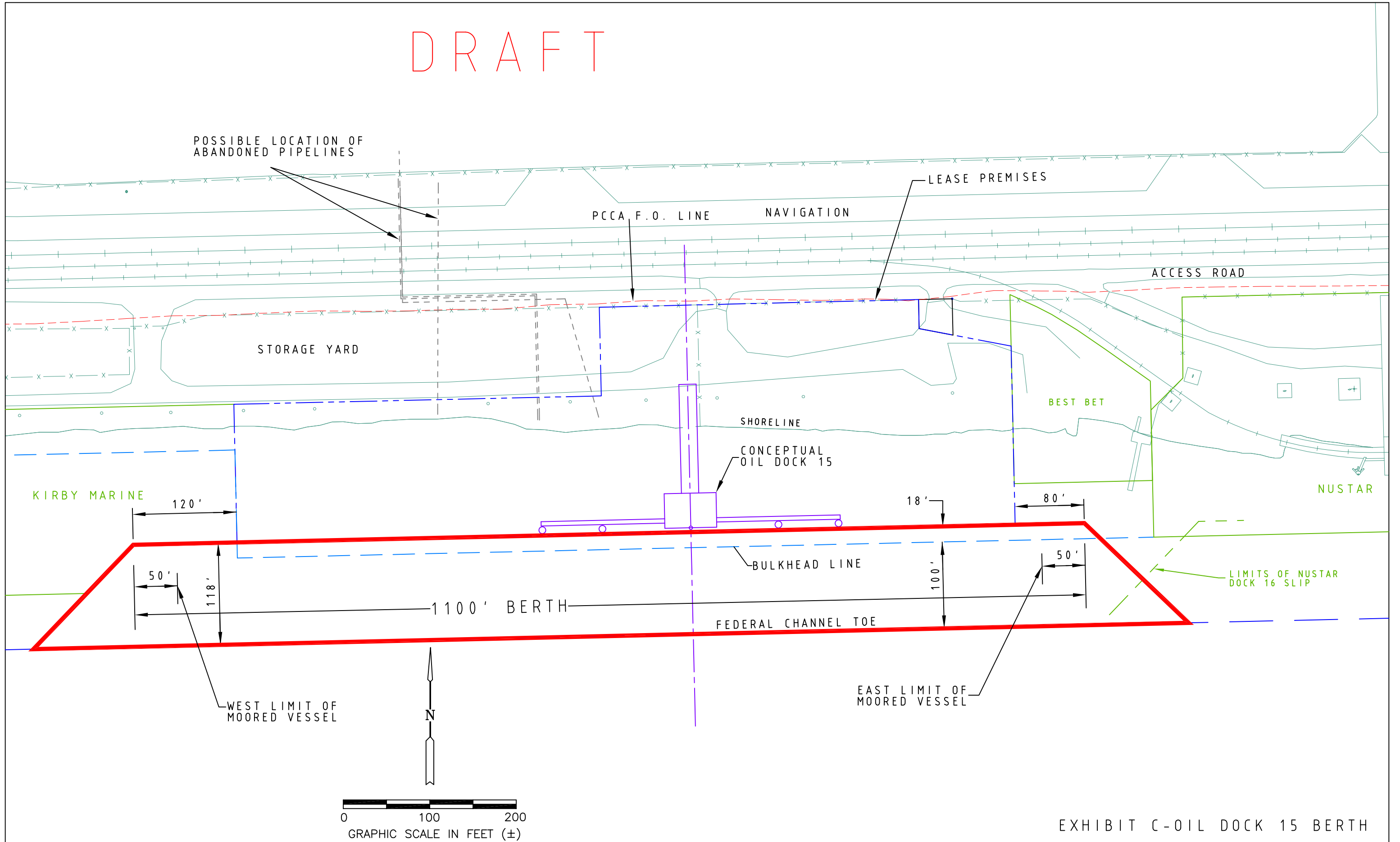


EXHIBIT C-OIL DOCK 15 BERTH



June 15, 2016

Sean C. Strawbridge  
 Chief Operating Officer  
 Port of Corpus Christi Authority  
 222 Power Street  
 Corpus Christi, Texas 78401

RE: Martin Oil Dock 15 Dredging and Dredge Placement Fee  
 Port of Corpus Christi

Dear Mr. Strawbridge,

The Port of Corpus Christi Authority ("Authority") and Martin Operating Partnership L.P. ("Martin") are parties to that certain Lease Agreement with an effective date of June 1, 2016 ("Agreement"). Under the terms of the Agreement, the Authority is required to perform dredging operations associated with the construction of a new oil dock and pay any tipping or dredge disposal fees associated therewith. Martin has been informed by the U.S. Army Corps of Engineers ("USACE") that a payment of \$62,900.00 is due upon submission of the Memorandum of Agreement associated with the USACE permit for the dredge disposal. The USACE has further advised that this payment should be made by Martin and not the Authority to avoid any potential delays in finalizing the outgrant permit. Martin hereby proposes to remit the required payment of \$62,900.00 to the USACE and invoice the Authority for reimbursement of same. If the Authority is agreeable to Martin's proposal in this regard, please execute this letter in the space provided below and return an executed copy to me at your earliest convenience.

Sincerely,  
 Martin Operating Partnership L.P.

A handwritten signature in blue ink, appearing to read "S. Southard", is written over the typed name and title.

Scott A. Southard  
 Vice President of Commercial Development

The Port of Corpus Christi Authority  
 Agreed to and Accepted this \_\_\_\_ day of June 2016

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 13**

**Award a Construction Contract in the Amount of \$263,300 for Repairs of Unforeseen Damage to the Tule Lake Bridge Foundation Fender System Caused by Barge Allision**

**SUMMARY:** Staff requests award of a construction contract to Russell Marine, LLC in the amount of \$263,300.00, for the installation of interim fendering in the vicinity of the damaged east wingwall portion of the south fender system located between the remaining bridge primary substructures of the Tule Lake Bridge and the ship channel.

**BACKGROUND:** On May 7, 2016, CGBM Barge Cyler 5500 and CGBM Tug John M. Wike struck the southeast side flared fender wall of the former Tule Lake Lift Bridge, causing significant damage to the fender system. The barge sustained moderate damage; however, the fender system performed as designed, absorbing the vessels' energy and preventing a high speed vessel allision with the bridge concrete pier foundation which may have resulted in significant environmental incident. PCCA staff has performed underwater imaging surveys, engaged the services of an engineer/diving firm to assess the damage, and is recommending installation of interim fendering in the vicinity of the damaged east wingwall portion of the south fender system. Staff has engaged in discussions with the owners and operators of the barge and tug and coordinated access for their inspections and to witness PCCA's underwater inspection on June 2, 2016. The tug and barge owners have been placed on notice that PCCA will pursue all losses, damages and expenses resulting from this incident.

Though the Tule Lake Bridge foundations and fender systems are scheduled to be demolished beginning later this year, staff believes installation of an interim fendering system is necessary until the demolition project is complete. The interim fendering system will further provide delineation and protection for the demolition contractor and their resources.

Staff recommends installation of an interim fender system to be constructed on an expedited basis. Per PCCA Counsel, this construction contract is exempt from competitive bidding, per Section 60.412(3) of the Water Code, as this work is in response to unforeseen damage to PCCA property.



In an effort to expedite this process, staff contacted three marine contractors presently performing work in the Inner Harbor to submit proposals for construction of the interim fendering system. Three proposals were received on June 13, 2016.

**CONFORMITY TO PORT POLICY:** Texas Water Code allows for exemptions from competitive bidding requirements in the event of unforeseen damage to the property of the Port Authority.

**EMERGENCY:** Yes.

**FINANCIAL IMPACT:** PCCA will pursue all losses, damages and expenses resulting from this incident. The amount to replace damaged fender system is \$263,300.00.

**STAFF RECOMMENDATION:** Staff recommends award of a construction contract in the amount of \$263,300.00 for the installation of interim fendering in the vicinity of the damaged east wingwall portion of the south fender system located between the remaining bridge primary substructures of the Tule Lake Bridge and the ship channel. Staff further recommends that the Director of Engineering Services be granted a 9% contingency in accordance with the PCCA's standard contingency guidelines for marine and rehabilitation projects.

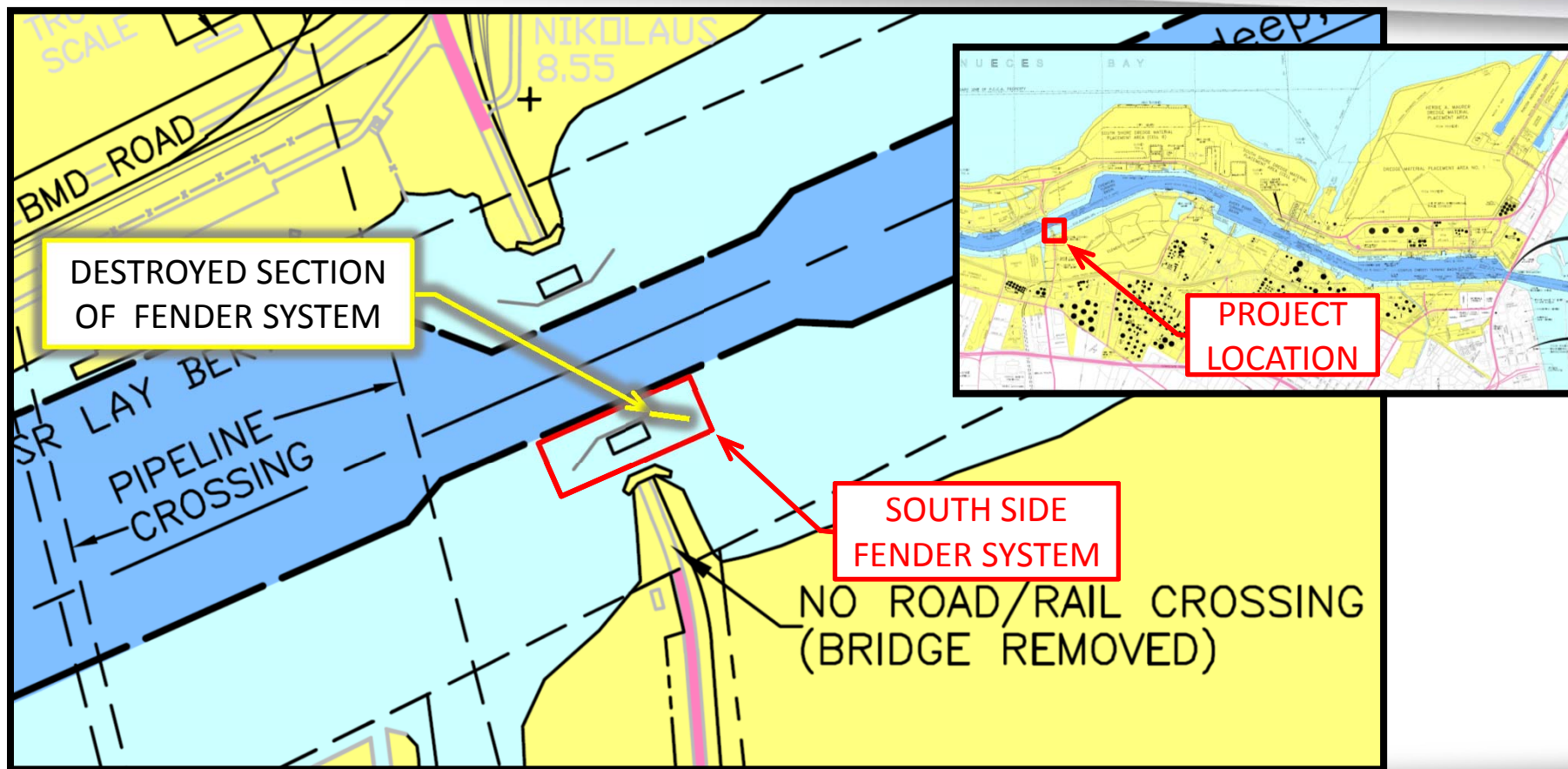
**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams Jacob Morales Dave Michaelson
Legal	Dane Bruun
Executive Staff	John LaRue Sean Strawbridge Jarl Pedersen

**LIST OF SUPPORTING DOCUMENTS:**

Location Map Exhibit

# TULE LAKE BRIDGE FENDER REPAIR



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 14**

**Approve a Resolution Approving a Local Transportation Advance Funding Agreement with the Texas Department of Transportation for the Rider 48 Grant Project to Construct the Fulton Corridor Intersection Improvements and Mike Carrell Road to Oil Dock 14**

**SUMMARY:** Staff recommends the approval of a Resolution approving the Local Transportation Advance Funding Agreement with Texas Department of Transportation (TxDOT) for Rider 48 - Transportation Mobility Funding to construct the Fulton Corridor Intersection Improvements and Mike Carrell Road to Oil Dock 14.

**BACKGROUND:** The Texas Department of Transportation approved the PCCA \$1,675,000 under the Rider 48 Program - Transportation Mobility Funds to help fund construction of the Fulton Corridor intersection improvements and Mike Carrell Road that will lead to the new Oil Dock 14 and M&G Resins Plant. The Transportation Mobility Fund is a new TxDOT reimbursement funding program. Once complete, the project will provide safety left turn lanes at the Fulton Corridor, rail gates, signals and lights at the rail crossing adjacent to Fulton Corridor and the new roadway down to Oil Dock 14 and up to the main entrance into the M&G Resins plant. See the attached drawing for details. The TxDOT funding will finance approximately 43% of the 3.5 million project, with the PCCA funding the balance of the project costs (approximately \$2.0 million). In order to receive grant monies, TxDOT requires the PCCA to execute a Local Transportation Project Advance Funding Agreement (Agreement) that details the duties and responsibilities of each party. The PCCA will provide the land, utilities, engineering, bidding and project management services during construction, and TxDOT will provide review services for environmental, right-of-way, engineering, and construction activities as well as monitor compliance with the grant. The PCCA is required to pre-pay \$21,000.00, which will be used as TxDOT executes its services. Any unused funds at the end of construction and final audit will be refunded to the PCCA.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** This project conforms to the PCCA's Strategic Plan financial incentives to leverage additional funding where appropriate, land-use planning, and the strategic initiative to improve vehicle access to and from the Port.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This project would impact the PCCA financially in that it is a reimbursement grant and the funds would have to be expended first to receive reimbursement. These grant funds will save \$1.5 Million of the PCCA's Capital costs.

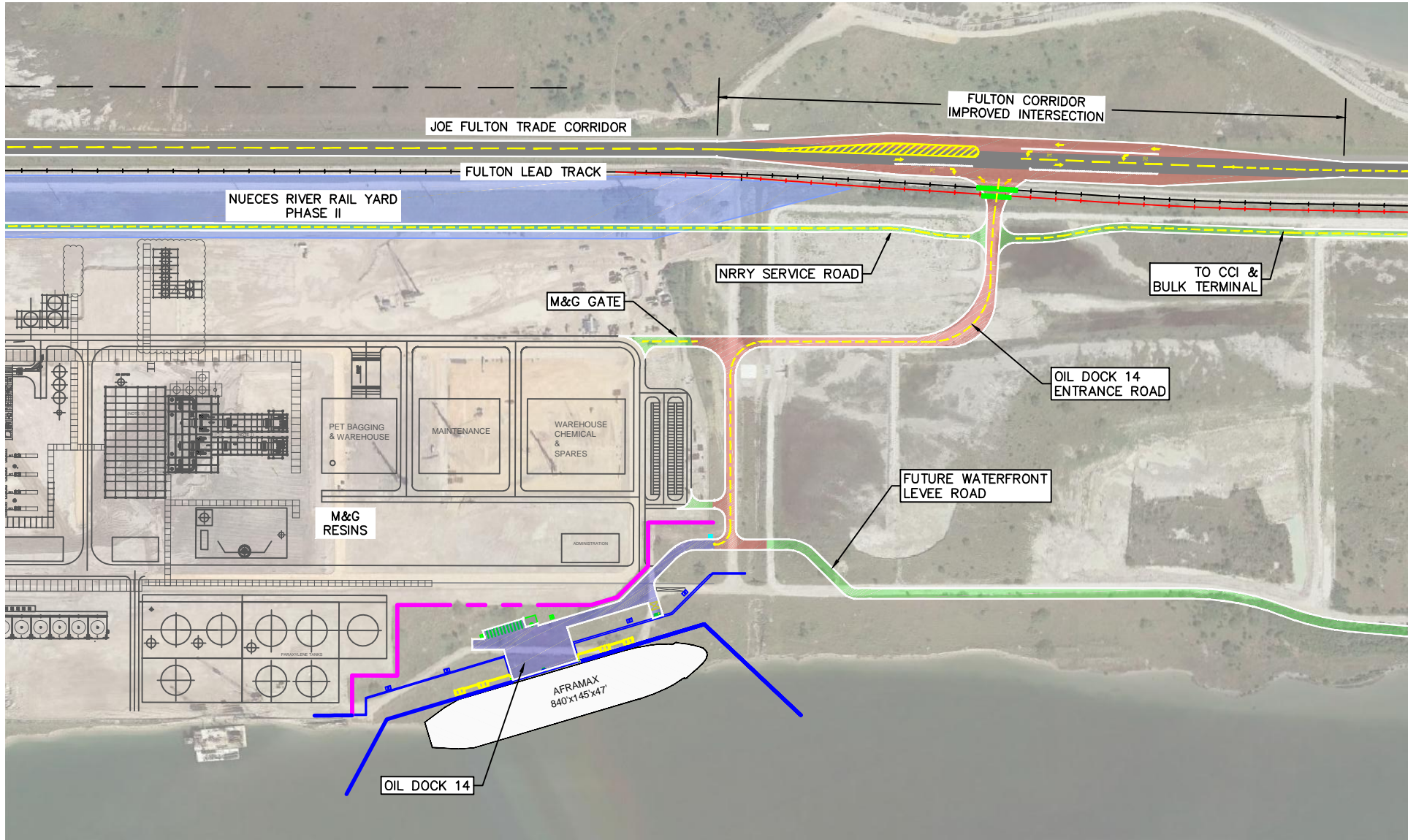
**STAFF RECOMMENDATION:** Staff recommends the approval of the attached Resolution approving the Local Transportation Advance Funding Agreement with Texas Department of Transportation (TxDOT) for the Rider 48 – Transportation Mobility Funds to construct the Fulton Corridor Intersection Improvements and Mike Carrell Road to Oil Dock 14.

**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Nelda Olivo
	Leslie Ruta
Legal	Jimmy Welder
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pederson

**LIST OF SUPPORTING DOCUMENTS:**

Resolution  
Local Agreement with Texas Department of Transportation



- M&G & OILDOCK 14 ENTRANCE ROAD
- SERVICE ROADS
- OILDOCK 14



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PORT OF CORPUS CHRISTI AUTHORITY		
FULTON CORRIDOR IMPROVEMENTS & OILDOCK 14 ENTRANCE ROAD		
SCALE:	1:400'	Exhibit B
DWN. BY:	BEN V	
DATE:		2016/02/19
TIME:		10:18:51

***Resolution Approving a  
Local Transportation Project Advance Funding Agreement  
for Construction of Mike Carrell Road***

**WHEREAS**, the Port of Corpus Christi Authority of Nueces County, Texas (“the PCCA”), and the State of Texas entered into a Master Agreement for transportation projects dated March 12, 2002; and

**WHEREAS**, this Master Agreement allowed the PCCA to act as project manager for such projects as the Joe Fulton International Trade Corridor and the Nueces River Rail Yard; and

**WHEREAS**, the PCCA has experience with road construction projects, is familiar with the site, and has completed large projects on an accelerated schedule before; and

**WHEREAS**, existing and new customers will require road access to Oil Dock 14; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114491 that provide for the development of, and funding for, construction of the Mike Carrell Road; and

**WHEREAS**, a Local Transportation Project Advance Funding Agreement (“Advance Funding Agreement”) for this project between State of Texas, acting through the Texas Department of Transportation (“TxDOT”), and the PCCA has been presented to the Port Commission.

**WHEREAS**, the PCCA desires to enter into the Advance Funding Agreement for the construction of the Mike Carrell Road project;

**NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PCCA**, that the Advance Funding Agreement, in substantially the form presented before this meeting, is hereby approved and the Executive Director is hereby authorized and directed, for an on behalf of the PCCA, to sign the Advance Funding Agreement with such changes therein as shall be approved by the Executive Director, his execution thereof to constitute evidence of such approval.

The undersigned Secretary of the Port Commission of the PCCA does hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Port Commission held on June 21, 2016, and that the resolution remains in full force and effect.

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Barbara Canales  
Port Commission Secretary

CSJ # 0916-35-204  
District # CRP 16  
Code Chart 64 # 62136  
Project: Joe Fulton International Trade Corridor  
Widening  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
CFDA No20.205  
Not Research and Development

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
For A  
Off-System  
Texas Mobility Fund**

**THIS Local Project Advance Funding Agreement (LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the Port of Corpus Christi, acting by and through its duly authorized officials, called the “Local Government.”

**WITNESSETH**

**WHEREAS**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114491 that provides for the development of, and funding for, the Project described herein; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated June 21, 2016, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

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

**AGREEMENT**

**1. Period of the Agreement**

The period of this LPAFA is as stated in the Master Agreement, without exception.

**2. Termination of this LPAFA**

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

**3. Amendments**

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

CSJ # 0916-35-204  
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**4. Scope of Work**

The scope of work for this LPAFA is described as widening approx. 2,800 ft. of the Joe Fulton International Trade Corridor (Fulton Corridor) to construct a new intersection with the entrance road to Oil Dock 14 and the M&G Plastic plant. This entrance road has been dedicated as the "Mike Carrell Road". The intersection improvements on the Fulton Corridor include adding turning lanes in both directions, signage, striping, street lighting and drainage features, in addition to an automated rail signal, gate and rail crossing improvements at the tracks adjacent to the intersection. The Mike Carrell Road will be constructed on existing levees and service roads with new base, paving, striping along with street lights to improve safety along the entire length of the entrance road. Drainage improvements include box culverts, reinforced concrete pipe with safety end treatments; re-grade the drainage way, removing obstructions, etc. Project includes final erosion protections, including top soil, hydro mulch and some sodding.

**5. Right of Way and Real Property**

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

**6. Utilities**

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

**7. Environmental Assessment and Mitigation**

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**8. Compliance with Texas Accessibility Standards and ADA**

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

**9. Architectural and Engineering Services**

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The State may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

**10. Construction Responsibilities**

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.



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Local Government shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the project.

**11. Project Maintenance**

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

**12. Local Project Sources and Uses of Funds**

- A.** A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

## AGENDA ITEM NO. 14

CSJ # 0916-35-204  
District # CRP 16  
Code Chart 64 # 62136  
Project: Joe Fulton International Trade Corridor  
Widening  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
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Not Research and Development

- F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

### 13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

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**14. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

**15. Insurance**

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

**16. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**18. Notices**

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

<b>Local Government:</b>	<b>State:</b>
Attention: Director of Engineering Port of Corpus Christi 222 Power St. Corpus Christi, TX 78401	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending

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written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**19. Civil Rights Compliance**

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the

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State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**20. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**21. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:

## AGENDA ITEM NO. 14

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1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 22. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 23. Non-Discrimination Provisions

- A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
- B. Disability:
  - a. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
  - b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation

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systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- C. Age:** The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.
- D. Race, Creed, Color, National Origin, or Sex:**
  - a. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
  - b. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
  - c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
  - d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).
- E. Civil Rights Restoration Act:** The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.
- F. Minority Populations:** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- G. Limited English Proficiency:** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

#### **24. Signatory Warranty**

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

**AGENDA ITEM NO. 14**

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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

John P. LaRue  
\_\_\_\_\_  
Typed or Printed Name

Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date



***Resolution Approving a  
Local Transportation Project Advance Funding Agreement  
for Construction of Mike Carrell Road***

**WHEREAS**, the Port of Corpus Christi Authority of Nueces County, Texas (“the PCCA”), and the State of Texas entered into a Master Agreement for transportation projects dated March 12, 2002; and

**WHEREAS**, this Master Agreement allowed the PCCA to act as project manager for such projects as the Joe Fulton International Trade Corridor and the Nueces River Rail Yard; and

**WHEREAS**, the PCCA has experience with road construction projects, is familiar with the site, and has completed large projects on an accelerated schedule before; and

**WHEREAS**, existing and new customers will require road access to Oil Dock 14; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114491 that provide for the development of, and funding for, construction of the Mike Carrell Road; and

**WHEREAS**, a Local Transportation Project Advance Funding Agreement (“Advance Funding Agreement”) for this project between State of Texas, acting through the Texas Department of Transportation (“TxDOT”), and the PCCA has been presented to the Port Commission.

**WHEREAS**, the PCCA desires to enter into the Advance Funding Agreement for the construction of the Mike Carrell Road project;

**NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PCCA**, that the Advance Funding Agreement, in substantially the form presented before this meeting, is hereby approved and the Executive Director is hereby authorized and directed, for an on behalf of the PCCA, to sign the Advance Funding Agreement with such changes therein as shall be approved by the Executive Director, his execution thereof to constitute evidence of such approval.

**FURTHER RESOLVED**, that the amount of \$21,000 is hereby approved to pay for TxDOT’s work associated with the project as addressed in the Advance Funding Agreement.

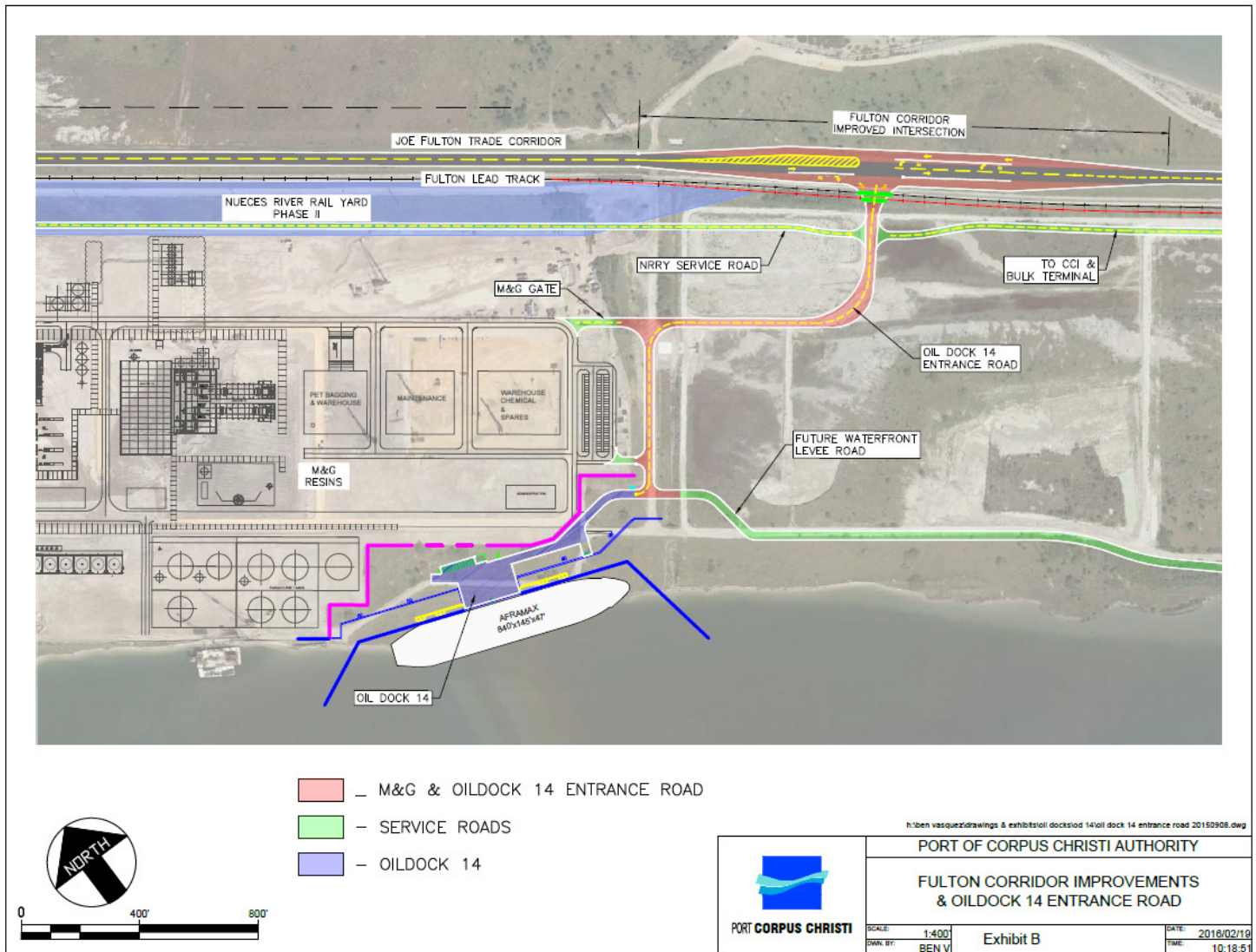
The undersigned Secretary of the Port Commission of the PCCA does hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Port Commission held on June 21, 2016, and that the resolution remains in full force and effect.

---

Barbara Canales  
Port Commission Secretary

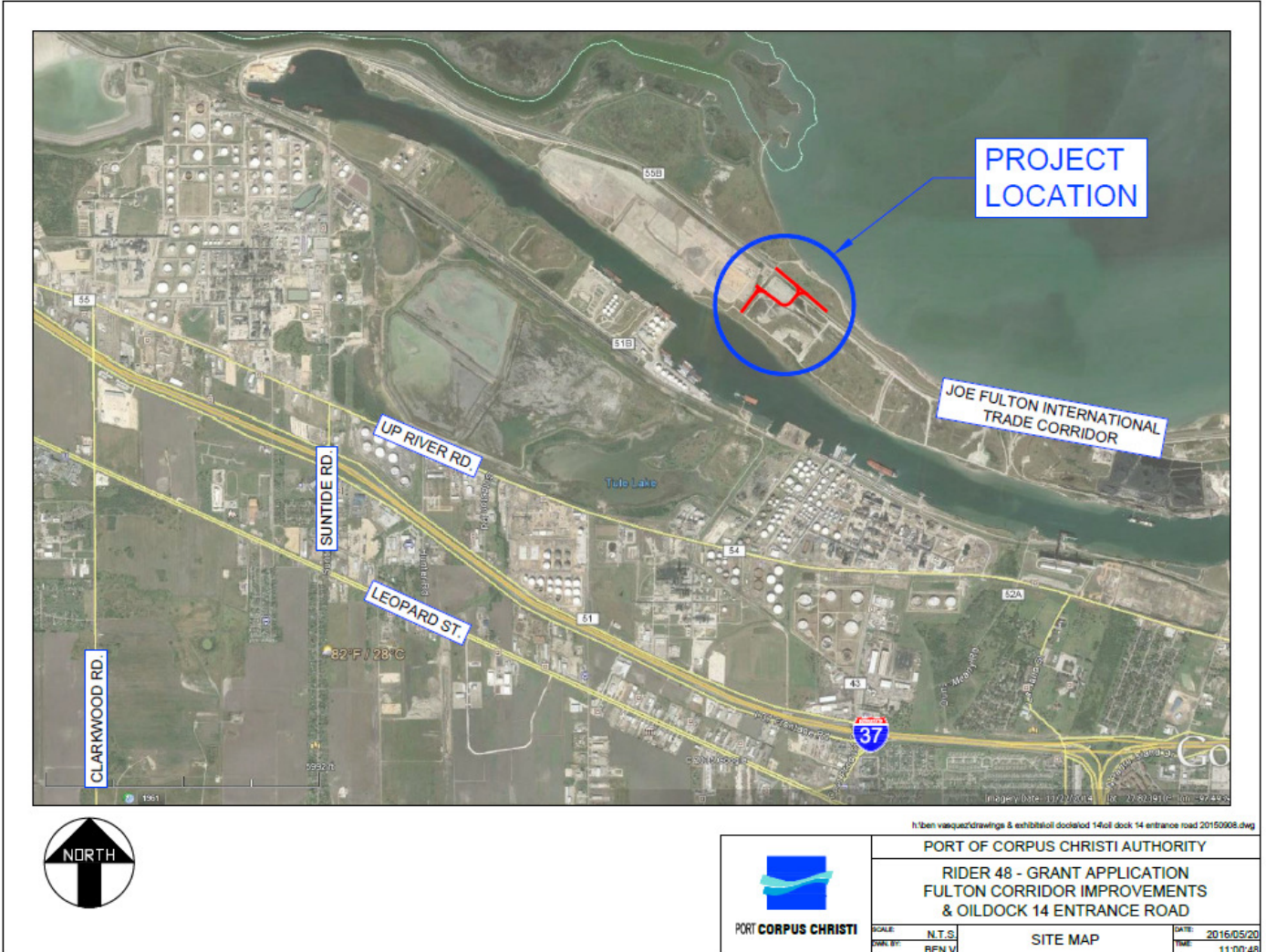
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**ATTACHMENT B  
 PROJECT LOCATION MAP**



**AGENDA ITEM NO. 14**

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**ATTACHMENT C  
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

Costs will be allocated based on applicable State funding and a fixed amount of Local Government funding until the State funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation Cost	State Participation Cost	Local Participation Cost
Engineering (by Local Government)	\$300,000	\$0	\$0	\$300,000
Construction (by Local Government)	\$3,350,000	\$0	\$1,675,000	\$1,675,000
Subtotal	\$3,650,000	\$0	\$1,675,000	\$1,975,000
Environmental Direct State Costs	\$4,000	\$0	\$0	\$4,000
Right of Way Direct State Costs	\$2,000	\$0	\$0	\$2,000
Engineering Direct State Costs	\$2,000	\$0	\$0	\$2,000
Utility Direct State Costs	\$2,000	\$0	\$0	\$2,000
Construction Direct State Costs	\$11,000	\$0	\$0	\$11,000
Indirect State Costs	\$232,870	\$0	\$232,870	\$0
<b>TOTAL</b>	<b>\$3,903,870</b>	<b>\$0</b>	<b>\$1,907,870</b>	<b>\$1,996,000</b>

Initial payment by the Local Government to the State: \$10,000

Payment by the Local Government to the State before construction: \$11,000

Total payment by the Local Government to the State: \$21,000

The total amount of Local Government participation shall not exceed the amount appearing above.

**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 15**

**Approve a Change Order to the Contract with Russell Marine, LLC, in the Amount of \$418,400.00 for the Construction of Public Oil Dock 14 to Add a Channel Drainage Outfall and Approximately 12,500 SF of Concrete Articulating Shoreline Protection Revetment along the East Shoreline**

**SUMMARY:** Staff requests the approval of change order with Russell Marine, LLC for the Oil Dock 14 Project in the amount of \$418,400.00 to provide a concrete shoreline protection revetment along the shoreline on the east side of the ship berth and to create a drainage channel outfall.

**BACKGROUND:** Oil Dock 14 is nearly complete and will be ready well in advance of the M&G Resins plant start-up and commissioning. The PCCA has an opportunity at this time to address a few design features while the marine contractor is still on site to improve the Oil Dock 14 facility. The majority of the Oil Dock 14 ship berth was created by driving a steel sheet pile bulkhead with a concrete cap and then dredging the ship slip. While the western boundary of the bulkhead abuts M&G's bulkhead associated with their desalination intake structure, the east side of the ship slip has approximately 250 feet of currently unprotected shoreline exposed to erosive waves and currents. The change order will provide the necessary shoreline protection to prevent erosion.

No improvements were included along this reach of the project in the original contract documents, since plans for use of this area had not yet been finalized. At one time, staff was working with M&G to develop a barge/container unloading berth along this shoreline. This area has now been identified for the future site of Best Bet Line Handlers, and the protection will provide the necessary delineation and protection of the property for this purpose. Best Bet Line Handlers is currently located adjacent to the proposed PCCA Oil Dock 15 which is currently under design to support Martin Operating when they are relocated due to the new Harbor Bridge project. Relocating Best Bet to the area adjacent to Oil Dock 14 will enable the PCCA to construct Oil Dock 15's 1100 foot berth.

Now that the dredging for the Oil Dock 15 project is nearing completion and future plans for the adjacent area are being finalized, stabilization of the facility's shoreline should be

addressed while the PCCA's contractor is still on site. An economical and proven system for shoreline protection is the placement of articulating concrete revetment blocks (ACB). Staff has negotiated with Russell Marine to provide and install approximately 12,500 SF of shoreline protection for \$326,870.00. This revetment will be placed along the projection of the future 52' water depth for the ship slip. This requires an additional 21 foot of cut into the existing bank. That cost (\$89,540) has been included in the revetment component of the change order.

In addition, a drainage ditch outflow structure is needed where the drainage channel intersects the proposed new revetment. This feature can be provided at a cost of \$91,530.00 and it requires Russell Marine to install a 60 foot long steel sheet pile wall extension and concrete cap to prevent the undermining of the structures from channel outflows.

HDR, Inc., the engineer of record, will assist in the final detailing and verifying the alignment of the changes included in this change order, if approved.

**CONFORMITY TO PORT POLICY:** This project is consistent with the PCCA Strategic Plan, identified in Strategic Goal #2 – Provide Facilities & Services to Meet Customer Needs to provide surface infrastructure and services to support maritime and industrial development.

**ALTERNATIVES:** The PCCA could bid this as a separate project, but this would delay completion of what is needed for this facility and potentially delay the relocation of Best Bet Line Handlers to the adjacent site. Russell Marine was the contractor that performed the West Barge Mooring Area shoreline protection which included over 100,000 square feet of ACBs, and the unit pricing for this purchase order is comparable to what was bid on that project. While Russell Marine is still on site and the work is associated with the development of Oil Dock 14, staff recommends Russell Marine perform this work under the proposed change order.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** Currently \$721,143.25 remains in Commission approved contingency for this project.

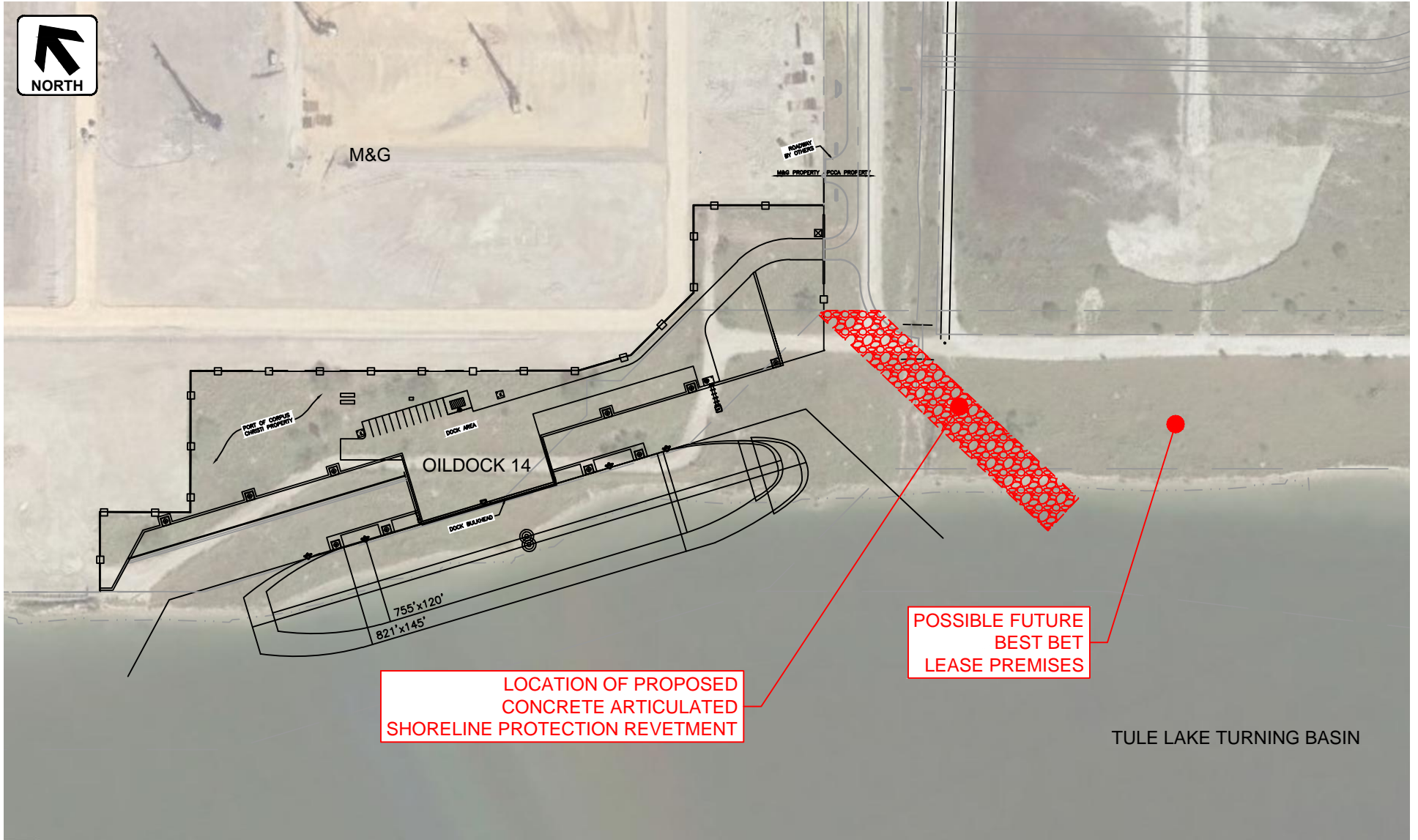
**STAFF RECOMMENDATION:** Staff recommends approval of the attached change order with Russell Marine, LLC for the Oil Dock 14 project in the amount of \$418,400.00 to provide the installation of articulation concrete block revetment along the east ship slip shoreline and provide a concrete drainage channel outfall structure. The proposed change order includes an increase in the completion time by 60 calendar days.

**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelson
Legal	Jimmy Welder
Executive Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen


**LIST OF SUPPORTING DOCUMENTS:**

Exhibit  
Change Order



64/223

h:\ben vasquez\commission exhibits\russel marine change order 160606.dwg

 <b>PORT CORPUS CHRISTI</b>	PORT OF CORPUS CHRISTI AUTHORITY		
	RUSSEL MARINE CHANGE ORDER		
SCALE:	1:200'	EXHIBIT "A"	DATE:
DWN. BY:	BEN V		TIME:
			2016/06/06 16:42:01





**CHANGE ORDER**

Change Order No. 8

Date: June 07, 2016

Page 1 of 2

**PROJECT:** Construction of Oil Dock 14  
**PROJECT NUMBER:** 13-032A  
**CONTRACTOR:** Russell Marine LLC

-----  
 This contract will be modified to include the changes listed below, and the contract price and/or contract time will be changed to reflect these modifications:

**See attached description of modifications and breakdown of charges on Page 2.**

Increase in Contract Price:	\$ 418,400.00
Increase in Contract Time:	60 Days
-----	
Original Contract Amount:	\$ 24,835,475.00
Total Amount of Previous Change Orders:	\$ 648,921.00
Amount of this Change Order:	\$ 418,400.00
Revised Contract Amount:	\$ 25,902,796.00

Notice To Proceed Date:	January 08, 2015
Original Contract Time:	415 Days
Previous Changes in Contract Time:	116 Days
Calendar Days for this Change Order:	60 Days
Revised Contract Time:	591 Days
Required Completion Date:	August 21, 2016

-----  
 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 Russell Marine LLC, as signed by their duly authorized representatives below.

**Port of Corpus Christi Authority**

**Russell Marine LLC**

By: \_\_\_\_\_  
 David L. Michaelsen, P.E.  
 Chief Engineer

By: \_\_\_\_\_  
 Greg L. Harner  
 Vice President

By: \_\_\_\_\_  
 David L. Krams, P.E.  
 Director of Engineering Services

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

Date: June 07, 2016



Change Order No. 8

Date: June 07, 2016

Page 2 of 2

**PROJECT:** Construction of Oil Dock 14  
**PROJECT NUMBER:** 13-032A  
**CONTRACTOR:** Russell Marine LLC

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- 1 Excavate east slope to elev. -10' MLT along template for future -52' MLT deep ship slip and place fill onto Channel "C" side slopes. Furnish and install 6" closed cell articulated concrete block (ACB) mats along east slope for approximately 250 ft. from elev. +6.0 to -10.0 MLT at a 3:1 slope. Total area of ACB is 12,500 sf. Refer to Items 1&2 of Russell Marine LLC., budget proposal Rev. #3 dated June 7, 2016.

Increase \$ 326,870.00

Increase 60 Days

- 2 Channel "C" drainage outfall structure - Extend Oil Dock 14 SSP bulkhead #3 60 ft. to the east and provide 4' concrete cap to form a 15 ft. wide channel outfall at elev. +4.0' NAVD88. Refer to Russell Marine, LLC., budget proposal, Rev. #3 dated June 7, 2016.

Increase \$ 91,530.00

Increase 0 Days

**TOTAL INCREASE IN CONTRACT PRICE 418,400.00**

**TOTAL INCREASE IN CONTRACT TIME 60 Days**

**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 16**

**Approve a Professional Engineering Services Contract with HDR Engineering Inc. in the Amount of \$119,500 for Additional Design and Construction Phase Services Associated with the Oil Dock 14 and Mike Carrell Road Projects**

**SUMMARY:** Staff requests the approval of a Professional Engineering Services Contract in an amount not to exceed \$119,500 with HDR Engineering, Inc. (HDR) for additional engineering design and construction phase services associated with the completion of Oil Dock 14 and finalizing the design for the Mike Carrell Road project serving Oil Dock 14.

**BACKGROUND:** The Oil Dock 14 construction contract was awarded to Russell Marine, LLC, at the December 17, 2014 Commission meeting, and the facility is currently scheduled to be completed in the next few months or as late as September 2016 if the construction change order, the subject of another Agenda Item, is approved by the Commission this month. HDR, who performed the Oil Dock 14 design, was retained to provide limited construction phase services consisting of attending weekly progress meetings, reviewing submittals, and addressing design questions and changes throughout the project, originally scheduled to be substantially complete in February 2016. Should Russell Marine's change order be approved, staff is requesting that HDR continue providing these construction phase services through the end of the project and prepare the record drawings at a cost not to exceed \$27,000.

In addition, staff determined the need to provide shore protection along the bank/shoreline of the northeast ship slip, and negotiated with HDR to provide design services to support work under Russell Marine's change order. Services generally include revising dredging/grading side slopes for the Oil Dock 14 ship berth, designing and specifying an articulating concrete shoreline protection revetment, and accommodating a drainage channel through the revetment. The designs require coordinating the routing and design of Gravity Midstream's pipelines to Oil Dock 14, a potential boat ramp in this area, and also considerations for the relocation of Best Bet Line Handlers to this area. Costs for these design services were negotiated for a cost not to exceed \$34,500.

Lastly, HDR is also the PCCA design consultant for the Mike Carrell Road project, which will serve Oil Dock 14 and the entrances to the M&G plastics plant from the Joe Fulton International Trade Corridor. Though the road plans and specs were nearly complete, there have been numerous construction activities that have now impacted the site—such as the installation of the new waterline, changes in grades and drainage associated with the Nueces River Rail Yard construction, and the M&G construction—that warrant changes/updates be made to the plans prior to bidding. In addition, now that M&G has decided to truck potentially thousands of containers of PTA as feed stock for the startup and initial operation of the PET plant, HDR has been requested to evaluate the impact on the design of the road design and make modifications to the plans and specifications, if required, to accommodate these unanticipated load conditions. Cost for these additional design services for the Mike Carrell Road project were negotiated for a not-to-exceed amount of \$58,000.

Given the Master Services Agreement has expired under which previous services orders were written for related work for these two projects, a single Professional Engineering Services Contract was negotiated with HDR to perform these three general tasks of work for a total of \$119,500.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** This project is included as a Supporting Infrastructure Capital Project in the 2016 Budget. In addition, the project conforms to the PCCA's Strategic Plan, specifically Strategic Goal #2 to Provide Facilities and Services to Meet Customer Needs.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** Both projects are included in the 2016 Engineering Department Workload budget.

**STAFF RECOMMENDATION:** Staff recommends approval of a Professional Engineering Services Contract with HDR Engineering, Inc. in an amount of \$119,500, with not-to-exceed amounts as described above, to address final design and construction phase services for the Oil Dock 14 project and the final design and contract document preparation for the Mike Carrell Road.

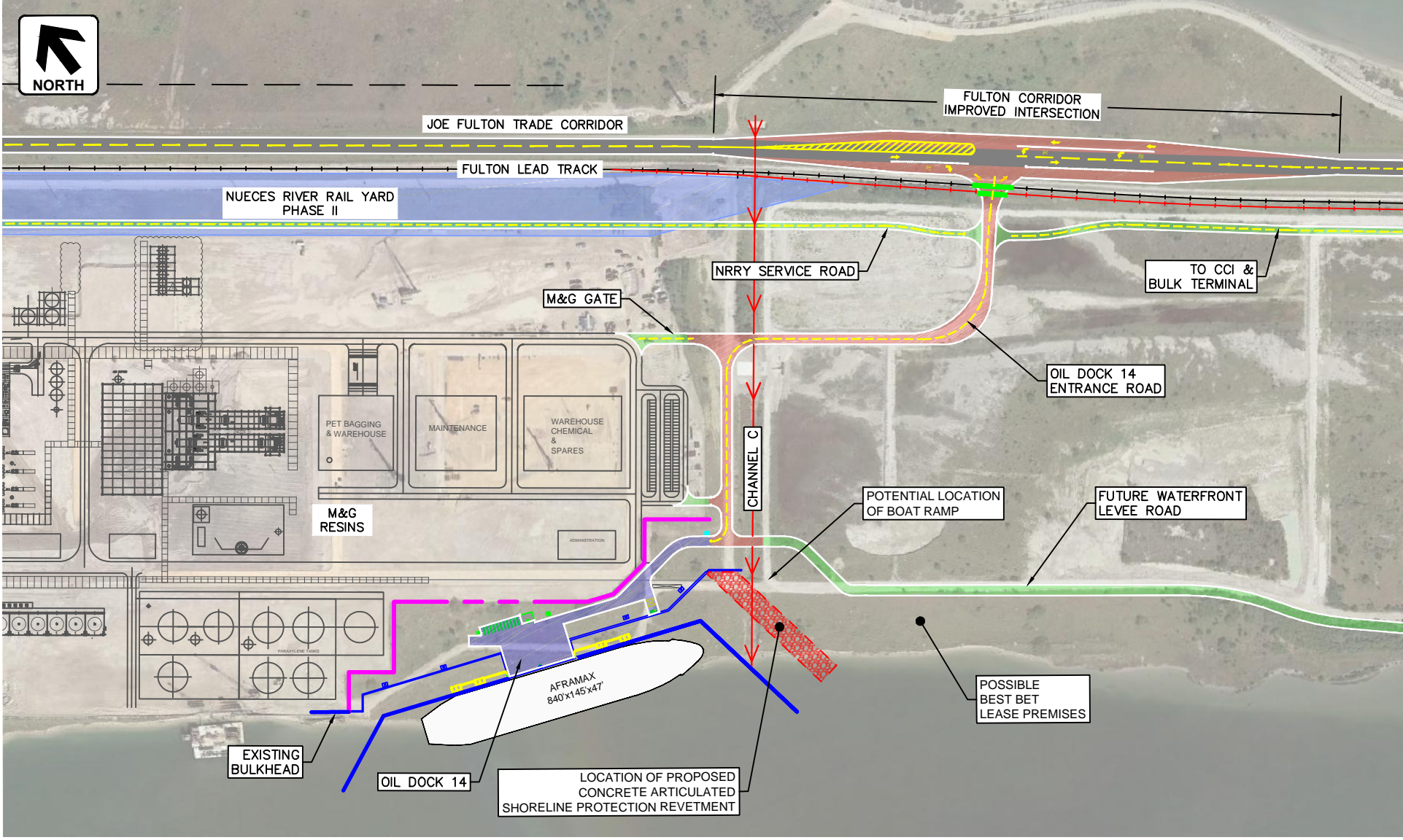
**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelson
Legal	Jimmy Welder
Senior Staff	John LaRue

Sean Strawbridge  
Jarl Pedersen

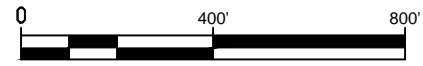
**LIST OF SUPPORTING DOCUMENTS:**

Location Map and Exhibit




- GRANT APPLICATION IMPROVEMENTS (M&G & OILDOCK 14 ENTRANCE ROAD)
- SERVICE ROADS
- OILDOCK 14

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70/223

 PORT CORPUS CHRISTI	PORT OF CORPUS CHRISTI AUTHORITY		
	PROFESSIONAL SERVICES CONTRACT W/ HDR ENGINEERING INC.		
SCALE:	1:400'	DATE:	2016/06/06
DWN. BY:	BEN V	EXHIBIT "A"	TIME: 16:25:09

**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 17**

**Approve the PCCA's 25% Cost-Share Payment of \$158,897.60 for Geotechnical Borings and Analysis Associated with the U.S. Army Corps of Engineers' Design of Levee Improvements at Dredge Material Placement Areas 8, 10, and 13**

**SUMMARY:** Staff requests approval of payment to the U.S. Army Corps of Engineers in an amount of \$158,897.60, the PCCA's 25% cost-share for Operation and Maintenance of Levees, for the geotechnical borings and analysis required for the design of levee improvements at Dredge Material Placement Area 8 (Suntide), 10, and 13.

**BACKGROUND:** The U.S. Army Corps of Engineers (COE) is preparing to design major levee raises at Dredge Material Placement Area (DMPA) No. 10 located along the Corpus Christi Ship Channel, east of the La Quinta Junction; DMPA 13 located along the La Quinta Channel; and Suntide DMPA (DMPA 8) located west of the Viola Turning Basin (see attached exhibit). This design is in preparation of construction expected to take place in 2017 and 2018. For existing agreements with the COE for the Corpus Christi and La Quinta Ship Channels, the PCCA provides 25% of the cost of designing and constructing DMPAs necessary for the disposal of dredged material required for the operation and maintenance of the Ship Channels. See attached correspondence from the COE.

**CONFORMITY TO PORT POLICY:** This project is consistent with the PCCA Strategic Plan, identified in Strategic Goal #2 – Provide Facilities & Services to Meet Customer Needs to provide surface infrastructure and services to support maritime and industrial development.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** The 2016 budget included \$100,000 for geotechnical studies for only DMPA 13. The COE expanded the scope to include work at DMPA 10 and Suntide, thereby increasing the PCCA's cost-share payment above the budget.

**STAFF RECOMMENDATION:** Staff recommends approval of payment to the U.S. Army Corps of Engineers in an amount of \$158,897.60 for the geotechnical borings and analysis associated with the design of levee raises at Dredge Material Placement Areas 10, 13, and Suntide DMPA.

**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams Dan Koesema
Legal	Jimmy Welder
Executive Staff	John LaRue Sean Strawbridge Jarl Pedersen

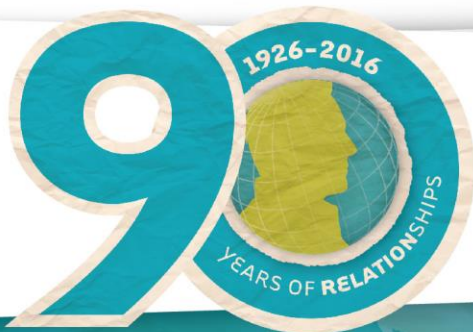
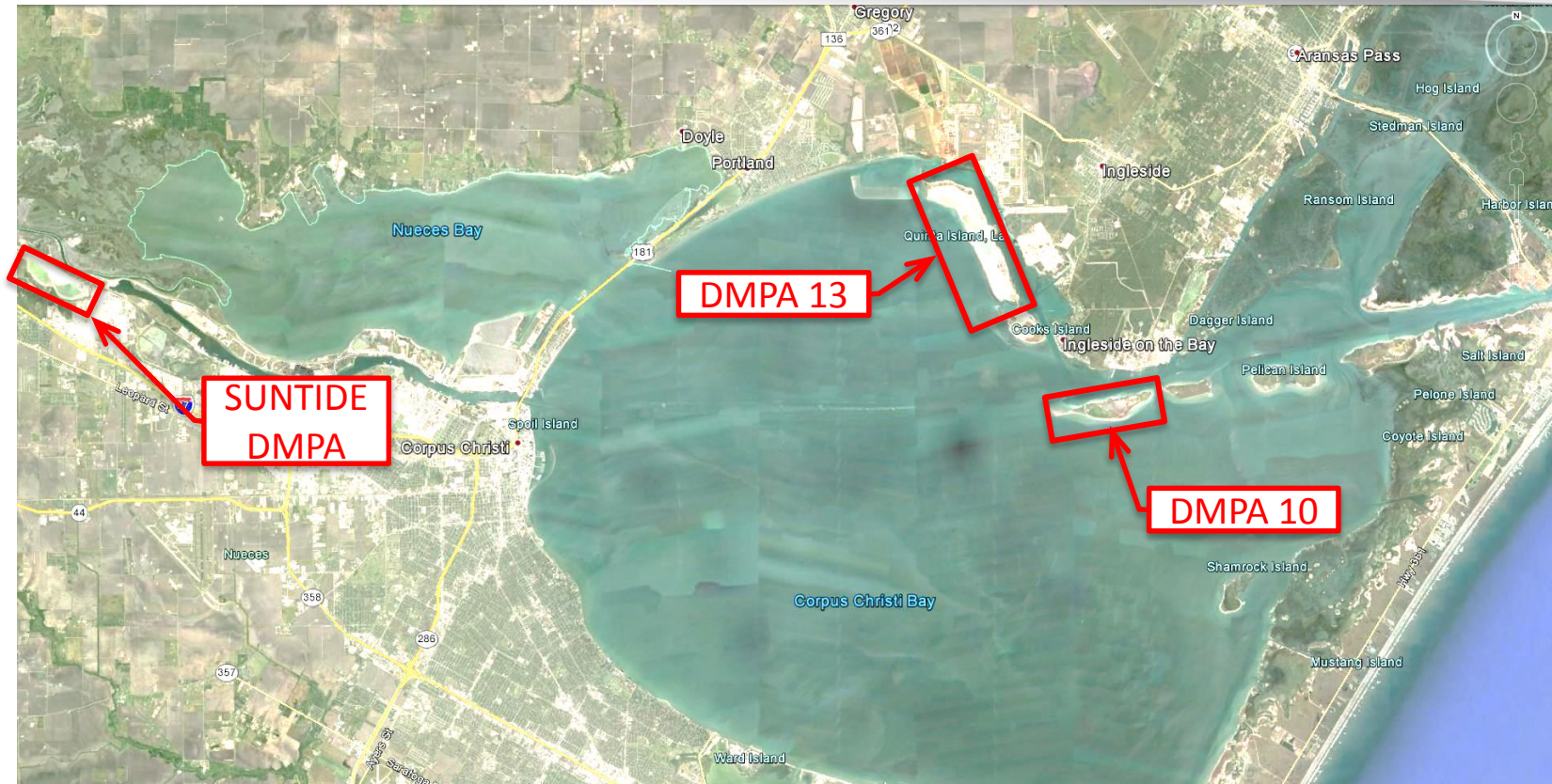
**LIST OF SUPPORTING DOCUMENTS:**

Map Exhibit  
Correspondence from the U.S. Army Corps of Engineers Resource Management Office



# DMPA 10, DMPA 13 & SUNTIDE DMPA LEVEL Raising

AGENDA ITEM NO. 17



Resource Management Office

SUBJECT: Local Sponsor Contributed Funds required to perform geotechnical borings and analysis as part of the engineering and design for anticipated levee raises of Placement Areas (PA) 10 & 13 and IH-PA 8 (Suntide), Corpus Christi Ship Channel, Nueces County, Texas

Mr. John LaRue  
Executive Director  
Port of Corpus Christi Authority  
P.O. Box 1541  
Corpus Christi, Texas 7843

Dear LaRue,

In accordance with the Local Cooperation Agreement (LCA) and Project Partnership Agreement (PPA) between the Port of Corpus Christi Authority (PCCA) and the Department of the Army, Corpus Christi, Texas, the Galveston District Corps of Engineers is requesting \$158,897.60 (One Hundred Fifty Eight Thousand Eight Hundred Ninety Seven Dollars and 60 cents) in non-Federal funds in order to perform geotechnical borings and analysis as part of the engineering and design for anticipated levee raises of Placement Areas (PA) 10 & 13 and IH-PA 8 (Suntide). The requested amount includes the collection and analysis of soil borings, surveying of boring locations, and supervision and administration costs for each PA. The estimated costs for each PA is outlined in the attachment.

Funds should be wired as soon as possible to the following:

Bank Name: Treas NYC/Funds Transfer Division  
Account Name: Treas NYC/CTR/BNF=/AC-00008736  
Bank ABA Number: 021030004  
Account Number: 00008736  
Bank Address: Federal Reserve Bank New York City, NY

Please contact Apryl Kilgo in the Resource Management Office at (409) 766-3127 when the wire transfer has been completed. Thank You for your cooperation in processing this request. If you require any additional information, please contact Valerie Miller of our Programs Management Office at 409-766-3876.

Sincerely,

James E Atkinson  
Resource Management

OfficerEnclosure

Copy Furnished:

Mr. Dan Koesema, P.E.  
Chief of Channel Development  
Port of Corpus Christi Authority  
P.O. Box 1541  
Corpus Christi, Texas 7843

CESWG-OD-N (Howard)  
CESWG-RM (Williams)  
CESWG-RM (Kilgo)

**AGENDA ITEM NO. 17**

PROGRAMS MANAGEMENT BRANCH  
REYNOLDS/kdr/6371  
25 May 2016

JONES  
PM-G

MILLER  
PM-G

HOWARD  
OD-N

FRABOTTA  
OD-N

KILGO  
RM

WILLIAMS  
RM

ATKINSON  
RM

RETURN TO  
REYNOLDS  
TO MAIL

**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** Jarl Pedersen, Chief Commercial Officer  
[Jarl@pocca.com](mailto:Jarl@pocca.com)  
361-885-6698

**AGENDA ITEM NO. 18**

**Approve the Fifth Modification of Lease Agreement between the Port of Corpus Christi Authority and Corpus Christi Terminal Railroad Inc.**

**SUMMARY:** The Port of Corpus Christi Authority has constructed additional rail road tracks since the inception of the original Lease Agreement with Corpus Christi Terminal Railroad, Inc. (CCTR), some of which were intended to become part of the original Leased Premises and some of which were not. In addition, the Authority’s customers have requested the right to store railcars on the Authority’s railroad tracks which are not leased to CCTR. The Port Authority and CCTR wish to amend the lease for a fifth time (1) to clarify which railroad tracks are subject to the lease, and (2) to increase the rent payable under the lease by an amount equal to a certain percentage of the switching fees earned by CCTR for switching railcars stored on the Authority’s tracks not leased to CCTR.

**BACKGROUND:** The Port of Corpus Christi Authority and CCTR entered into a lease agreement on the 25th day of July, 1997, under which Authority leased to CCTR certain railroad property and facilities in the Inner Harbor of the Port of Corpus Christi Authority. The original Lease Agreement was amended by the First Modification, Second Modification, Third Modification, and Fourth Modification as is referred to herein as the “Lease”.

**ALTERNATIVES:** Do nothing.

**CONFORMITY TO PORT POLICY:** This supports the Port policy for best use of Port infrastructure to generate a new source of revenue.

**EMERGENCY:** This is not an emergency.

**FINANCIAL IMPACT:** CCTR shall make a variable rental payment to Authority for the Lease Month of May 2016 and each Lease Month thereafter during the term of this lease agreement equal to the sum of the following amounts:

- (a) 40% of the Average Storage Switching Charges for such Lease Month multiplied by the number of Storage Railcars between 1 and 300 inclusive that were switched to or from the Port Maintained Tracks during such Lease Month; plus
- (b) 50% of the Average Storage Switching Charges for such Lease Month multiplied by the number of Storage Railcars over 300 that were switched to or from the Port Maintained Tracks during such Lease Month.

Lessee's switching charges for switching Storage Railcars to or from the Port Maintained Tracks shall be at least one hundred fifty dollars (\$150) per switch.

**STAFF RECOMMENDATION:** Staff recommends that the Commission approve the Fifth Modification of Lease Agreement between the Port of Corpus Christi Authority and Corpus Christi Terminal Railroad, Inc.

**DEPARTMENTAL CLEARANCES:**

Originating Department	Operations
Reviewed by	John Slubar
Legal	Jimmy Welder
Executive Staff	John LaRue
	Jarl Pedersen
	Sean Strawbridge

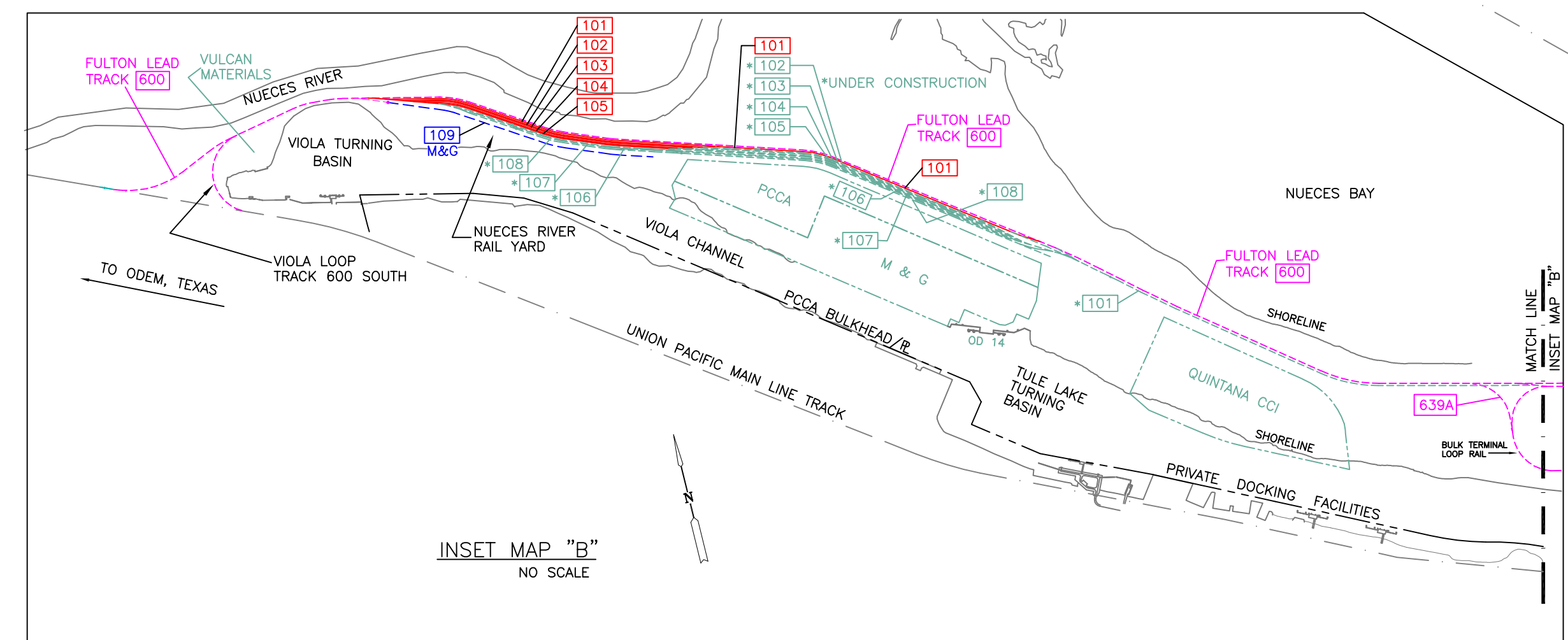
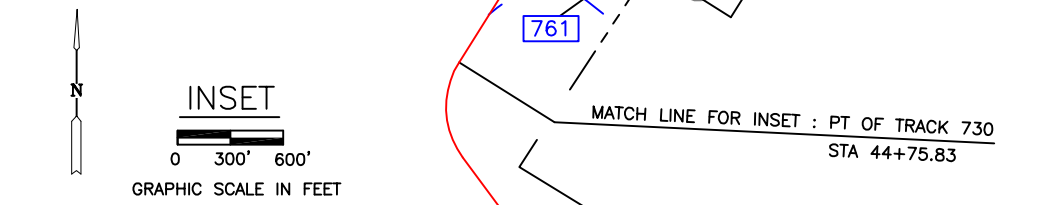
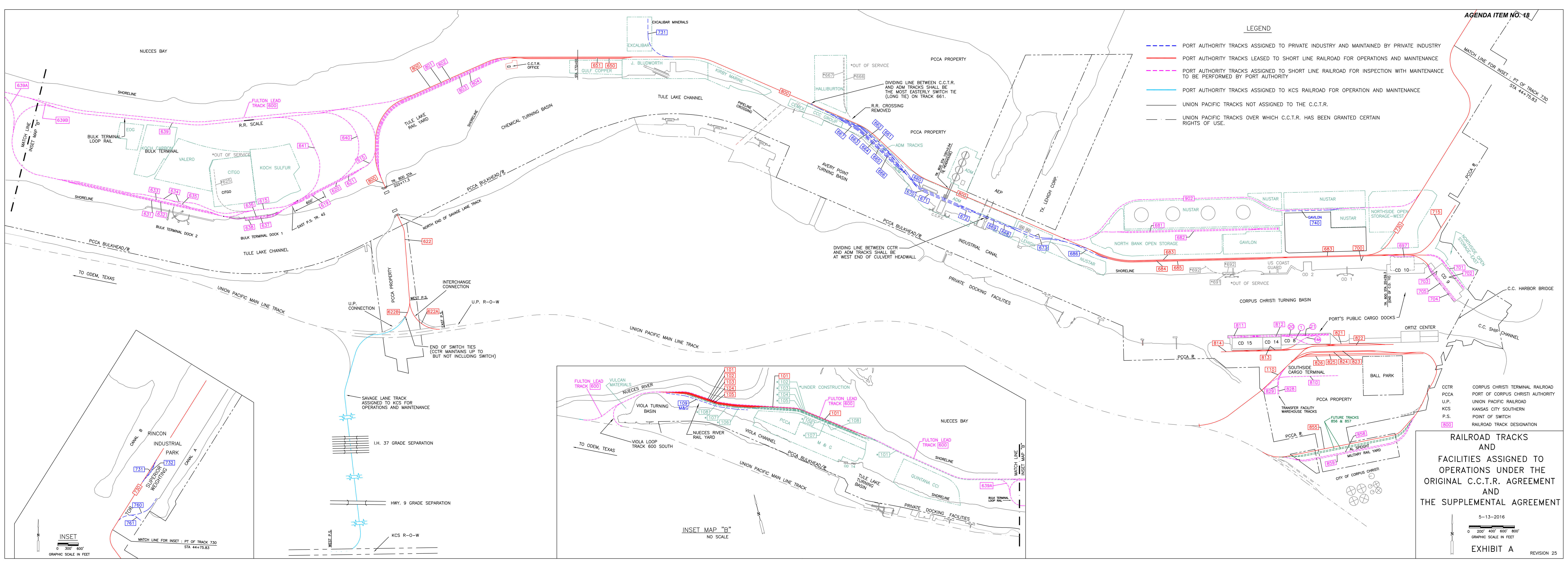
**LIST OF SUPPORTING DOCUMENTS:**

Fifth Modification of Lease Agreement between the Port of Corpus Christi Authority and Corpus Christi Terminal Railroad Inc.

Exhibit A: Railroad Tracks and Facilities Assigned to Operations under the CCTR Agreement – Revision 24 dated 3-10-2016.

LEGEND

- PORT AUTHORITY TRACKS ASSIGNED TO PRIVATE INDUSTRY AND MAINTAINED BY PRIVATE INDUSTRY
- PORT AUTHORITY TRACKS LEASED TO SHORT LINE RAILROAD FOR OPERATIONS AND MAINTENANCE
- PORT AUTHORITY TRACKS ASSIGNED TO SHORT LINE RAILROAD FOR INSPECTION WITH MAINTENANCE TO BE PERFORMED BY PORT AUTHORITY
- PORT AUTHORITY TRACKS ASSIGNED TO KCS RAILROAD FOR OPERATION AND MAINTENANCE
- UNION PACIFIC TRACKS NOT ASSIGNED TO THE C.C.T.R.
- UNION PACIFIC TRACKS OVER WHICH C.C.T.R. HAS BEEN GRANTED CERTAIN RIGHTS OF USE.



- CCTR CORPUS CHRISTI TERMINAL RAILROAD
- PCCA PORT OF CORPUS CHRISTI AUTHORITY
- U.P. UNION PACIFIC RAILROAD
- KCS KANSAS CITY SOUTHERN
- P.S. POINT OF SWITCH
- 800 RAILROAD TRACK DESIGNATION

**RAILROAD TRACKS AND FACILITIES ASSIGNED TO OPERATIONS UNDER THE ORIGINAL C.C.T.R. AGREEMENT AND THE SUPPLEMENTAL AGREEMENT**

5-13-2016

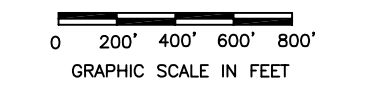


EXHIBIT A

REVISION 25

**FIFTH MODIFICATION OF LEASE AGREEMENT  
BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY  
AND CORPUS CHRISTI TERMINAL RAILROAD, INC.**

This supplemental agreement (“Agreement”) is entered into between the Port of Corpus Christi Authority of Nueces County, Texas, a political subdivision of the State of Texas (“Authority”), and Corpus Christi Terminal Railroad, Inc., a Delaware corporation (“Lessee”), effective as of the 1<sup>st</sup> day of May, 2016 (“Modification Date”).

**RECITALS**

**WHEREAS**, Authority and Lessee (collectively, the “Parties” and individually, a “Party”) entered into a lease agreement on the 25th day of July, 1997 (the “Original Lease Agreement”), under which Authority leased to Lessee certain railroad property and facilities in the Inner Harbor of the Port of Corpus Christi, which are described in detail in the Original Lease Agreement (“Original Leased Premises”); and

**WHEREAS**, under the terms of the Original Lease Agreement and related agreements, Lessee is obligated to maintain a Class III common carrier terminal switching operation on the Original Leased Premises; and

**WHEREAS**, Authority and Lessee have amended the Original Lease Agreement by entering into the First Modification of Lease Agreement made effective as of August 3, 2002 (“First Modification”); the Second Modification of Lease Agreement executed by Lessee on July 21, 2004, and Authority on August 10, 2004 (“Second Modification”); the Third Modification of Lease Agreement made effective as of August 3, 2007 (“Third Modification”); and the Fourth Modification of Lease Agreement made effective as of May 13, 2014 (“Fourth Modification”); and

**WHEREAS**, the Original Lease Agreement as amended by the First Modification, Second Modification, Third Modification, and Fourth Modification is referred to herein as the “Lease”; and

**WHEREAS**, the Authority has constructed additional trackage since the inception of the Lease, some of which was intended to become part of the Original Leased Premises and some of which was not; and

**WHEREAS**, the Parties wish to clarify which parts of the Authority’s trackage are subject to the Lease and which are not; and

**WHEREAS**, some of the Authority’s customers have requested the right to store railcars on the Authority’s railroad tracks which are not leased to Lessee; and

**WHEREAS**, the Parties believe this presents an opportunity to service the customers’ needs while at the same time creating a new source of revenue for the Parties;



**NOW, THEREFORE**, for good and valuable consideration, Authority and Lessee agree as follows:

**A.** Effective as of the Modification Date, Exhibit A attached to this Amendment, which is labeled *RAILROAD TRACKS AND FACILITIES ASSIGNED TO OPERATIONS UNDER THE ORIGINAL C.C.T.R. AGREEMENT AND THE SUPPLEMENTAL AGREEMENT*, shall be substituted for and replace Exhibit A attached to the Lease.

**B.** Section 1.01 of the Lease is hereby amended and restated in its entirety to read as follows:

*Section 1.01. Description of Premises and Term*

*Authority, in consideration of the rents to be paid and the terms, covenants, and conditions hereinafter set forth, hereby leases to Lessee the following real property and improvements situated in Nueces County, Texas, which are described as follows:*

*The railroad property and facilities identified as “Port Authority Tracks Leased to Short Line Railroad for Operations and Maintenance” on Exhibit A attached hereto, including all rail, switches, ballast, ties, switch ties, track fixtures and components thereof, and all improvements thereon (the “Leased Premises”).*

*TO HAVE AND TO HOLD the Leased Premises for a primary term of five years, beginning on the 3rd day of August, 1997, and (subject to earlier termination as herein provided) ending at midnight, Central Time, the 2nd day of August, 2002. In addition Authority hereby grants to Lessee the option to renew the term of this lease agreement for four (4) additional option periods of five (5) years each, beginning on the first day after the expiration of the primary term and each option period thereafter. The four option periods are as follows:*

<u>Option Period</u>	<u>Begins</u>	<u>Ends</u>
First	August 3, 2002	August 2, 2007
Second	August 3, 2007	August 2, 2012
Third	August 3, 2012	August 2, 2017
Fourth	August 3, 2017	August 2, 2022

*The right to renew shall be exercised by Lessee giving to Authority notice in writing of such exercise at least sixty (60) days prior to the expiration of the primary term or any option period of this lease agreement. Annual rent shall be determined for each option period pursuant to Section 3.03 of this lease agreement.*

**C.** Article III of the Lease is amended by adding a new Section 3.02A thereto to read as follows:

*Section 3.02A. Rental Payments for Switching Railcars Stored on Port Maintained Tracks*

*For purposes of this lease agreement:*

“Port Maintained Tracks” means the “pink” tracks on Exhibit A attached hereto, which are designated by the Legend on Exhibit A as “PORT AUTHORITY TRACKS ASSIGNED TO SHORT LINE RAILROAD FOR INSPECTION WITH MAINTENANCE TO BE PERFORMED BY PORT AUTHORITY.”

“Storage Railcars” means loaded or empty covered hopper railcars that are stored on Port Maintained Tracks pursuant to a Storage Agreement;

“Storage Agreement” means a separate storage agreement between the Authority and the owner or lessee of the railcars;

“Lease Month” means any calendar month during the term of this lease; and

“Average Storage Switching Charges” means, with respect to any Lease Month, the quotient of (1) all of Lessee’s charges for switching Storage Railcars to or from the Port Maintained Tracks during that Lease Month, divided by (2) the total number of Storage Railcars switched to or from the Port Maintained Tracks during such Lease Month.

Lessee shall make a variable rental payment to Authority for the Lease Month of May 2016 and each Lease Month thereafter during the term of this lease agreement equal to the sum of the following amounts:

- (a) 40% of the Average Storage Switching Charges for such Lease Month multiplied by the number of Storage Railcars between 1 and 300 inclusive that were switched to or from the Port Maintained Tracks during such Lease Month; plus
- (b) 50% of the Average Storage Switching Charges for such Lease Month multiplied by the number of Storage Railcars over 300 that were switched to or from the Port Maintained Tracks during such Lease Month.

Lessee’s switching charges for switching Storage Railcars to or from the Port Maintained Tracks shall be at least one hundred fifty dollars (\$150) per switch. The variable rental payment for any Lease Month payable pursuant to this Section 3.02A is due and payable to the Authority on or before the last day of the following calendar month. Lessee shall have no claim for and the Authority shall retain any revenue or charges contained in the Storage Agreement.

**D.** The foregoing modifications to the Lease will become effective as of the Modification Date.

**E.** The Lease as modified by this instrument shall continue in full force and effect.

*[Signature Page Follows this Page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Modification Date.

**AUTHORITY**

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

By: \_\_\_\_\_  
John P. LaRue  
Executive Director

**LESSEE**

**Corpus Christi Terminal Railroad, Inc.**

By: Michael Holben  
~~Andrew Chung~~ Michael Holben  
~~President~~ Assistant Treasurer

**LEGEND**

- PORT AUTHORITY TRACKS ASSIGNED TO PRIVATE INDUSTRY AND MAINTAINED BY PRIVATE INDUSTRY
- PORT AUTHORITY TRACKS LEASED TO SHORT LINE RAILROAD FOR OPERATIONS AND MAINTENANCE
- PORT AUTHORITY TRACKS ASSIGNED TO SHORT LINE RAILROAD FOR INSPECTION WITH MAINTENANCE TO BE PERFORMED BY PORT AUTHORITY
- PORT AUTHORITY TRACKS ASSIGNED TO KCS RAILROAD FOR OPERATION AND MAINTENANCE
- UNION PACIFIC TRACKS NOT ASSIGNED TO THE C.C.T.R.
- UNION PACIFIC TRACKS OVER WHICH C.C.T.R. HAS BEEN GRANTED CERTAIN RIGHTS OF USE

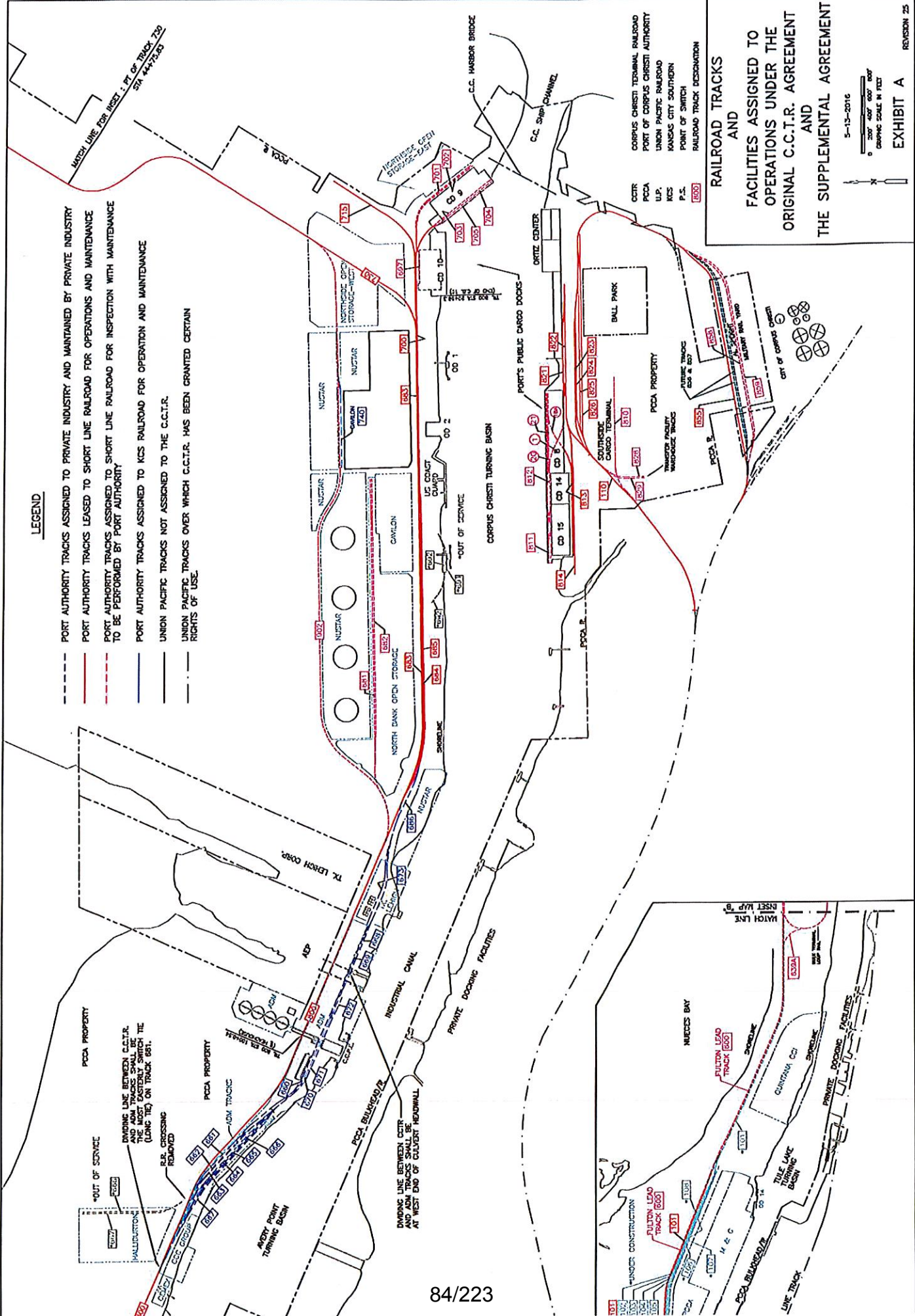
**RAILROAD TRACKS AND FACILITIES ASSIGNED TO OPERATIONS UNDER THE ORIGINAL C.C.T.R. AGREEMENT AND THE SUPPLEMENTAL AGREEMENT**

5-15-2016

GRAPHIC SCALE IN FEET

**EXHIBIT A**

- CTR
- PCA
- U.P.
- KCS
- P.S.
- RAILROAD TRACK DESIGNATION





**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 19-A**

**Award a Construction Contract to RTSO Services, LLC, in the Amount of \$205,251.30, the Lowest and Best Bidder Based on Bids Received on May 26, 2016, for Installation of Two AEI Readers**

**SUMMARY:** Staff requests award of a construction contract to RTSO Services, LLC for the Installation of AEI Readers. On May 26, 2016, we received three responses to our Notice to Bidders (see attached Bid Tabulation). RTSO Services, LLC submitted the lowest and apparent best bid at \$205,251.30 for the Base Bid.

**BACKGROUND:** In mid-2014, two automatic equipment identification (AEI) railcar readers were installed as part of the Nueces River Rail Yard Phase I project. AEI railcar readers record and transmit the information on coded data tags mounted on individual railcars as the railcars pass the AEI readers. These readers have been able to provide a more accurate and precise working log of the current rail traffic flowing in and out of the Port of Corpus Christi. After the successful implementation of the two readers at the west end of the Nueces River Rail Yard, staff identified three new locations for installation of AEI railcar readers to expand the network and further improve monitoring and tracking of rail usage. The selected locations include one on the north side of the Inner Harbor along Navigation near Kirby Marine and two on the south side of the Inner Harbor: one at Savage Lane and Up River Road and the other along a Union Pacific (UP) track near McBride Lane. See attached exhibit.

For the AEI reader on UP property, the PCCA was seeking an easement from UP to install and operate the equipment. However, as the contract documents were being finalized, the Union Pacific decided against allowing PCCA access. In response, staff modified the bid documents to provide and install the two AEI readers on PCCA property as the Base Bid and included Additive Bid Item 1 to purchase only the equipment for the third AEI reader should an agreement be reached with the UP to install and operate the equipment. To date, no agreement has been reached with UP.

**ALTERNATIVES:** The contract documents were structured with a Base Bid to allow for the installation of two units and an Additive Bid Item to purchase the third unit to be

installed at the future UP site. Alternatively, the third AEI reader could be purchased at a later date once an agreement reached between the UP and the PCCA.

**CONFORMITY TO PORT POLICY:** This project is included as a Supporting Infrastructure Capital Project in the 2016 Budget. In addition, the project conforms to the PCCA's Strategic Plan, specifically Strategic Goal #2 to Provide Facilities and Services to Meet Customer Needs.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** The 2016 Engineering Workload budget included \$410,000 for this project in 2016, with approximately \$330,000 identified for construction. The recommended award includes the Base Bid in the amount of \$205,251.30. This equipment will assist in the monitoring and billing for railcars moving in and out of the Port.

**STAFF RECOMMENDATION:** Staff recommends award of a contract to RTSO Services in the amount of \$205,251.30 for the Base Bid to install two AEI readers. Additive Bid Item 1 (Additional AEI Reader – Equipment Purchase Only) is not recommended at this time. Should an agreement be reached with UP, a suitable AEI reader could be obtained and installed in the future. Staff further recommends that the Director of Engineering Services be granted a 6% contingency in accordance with the PCCA's standard contingency guidelines for general construction projects.

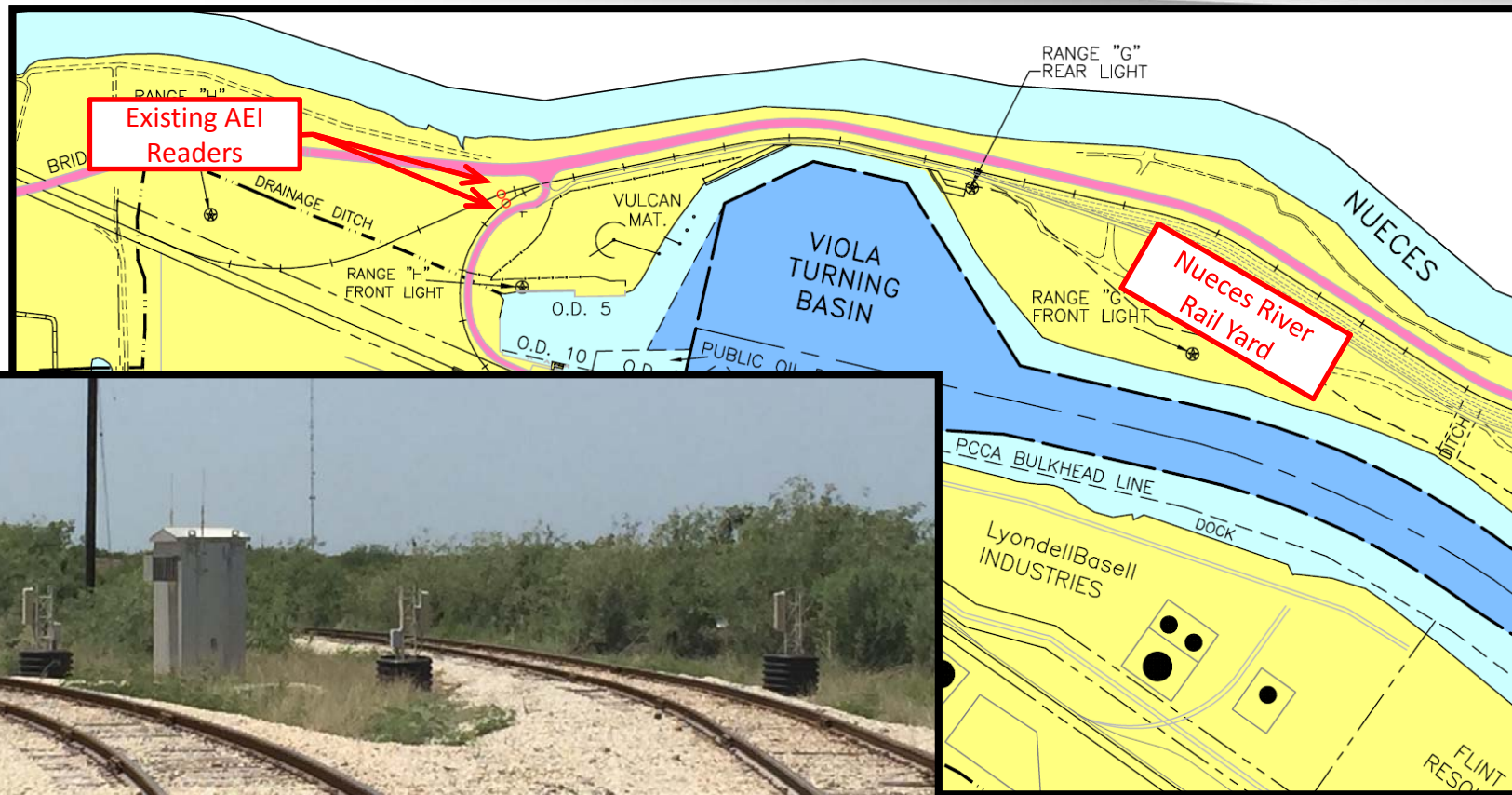
**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams Dave Michaelson Eileen Mink
Executive Staff	John LaRue Sean Strawbridge Jarl Pedersen

**LIST OF SUPPORTING DOCUMENTS:**

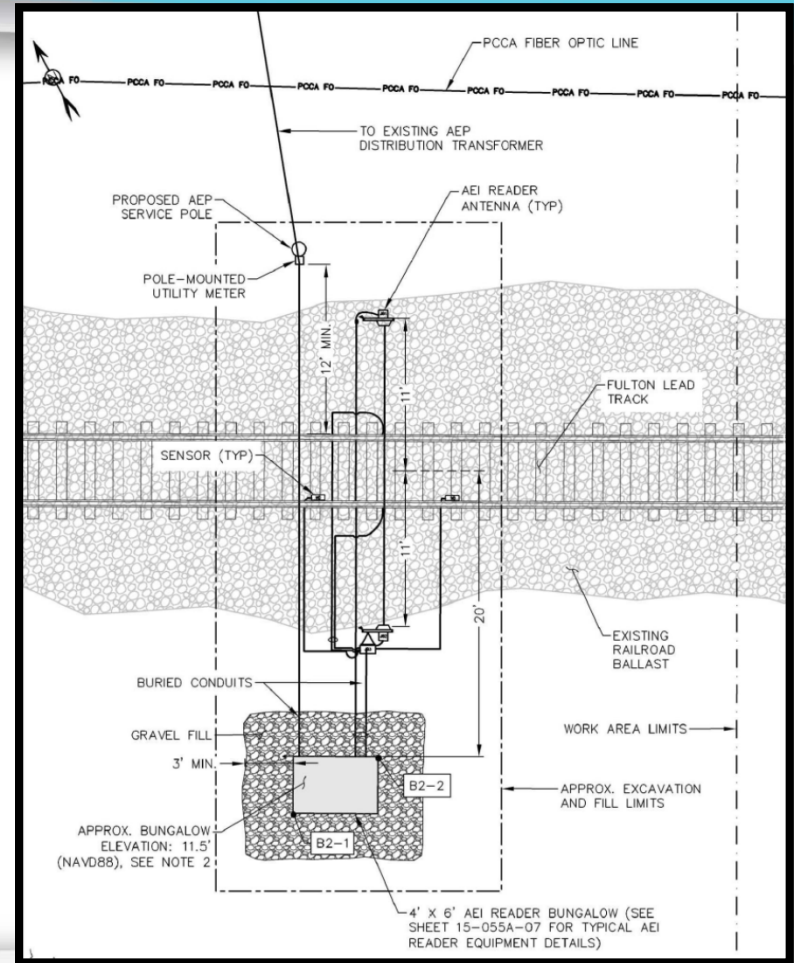
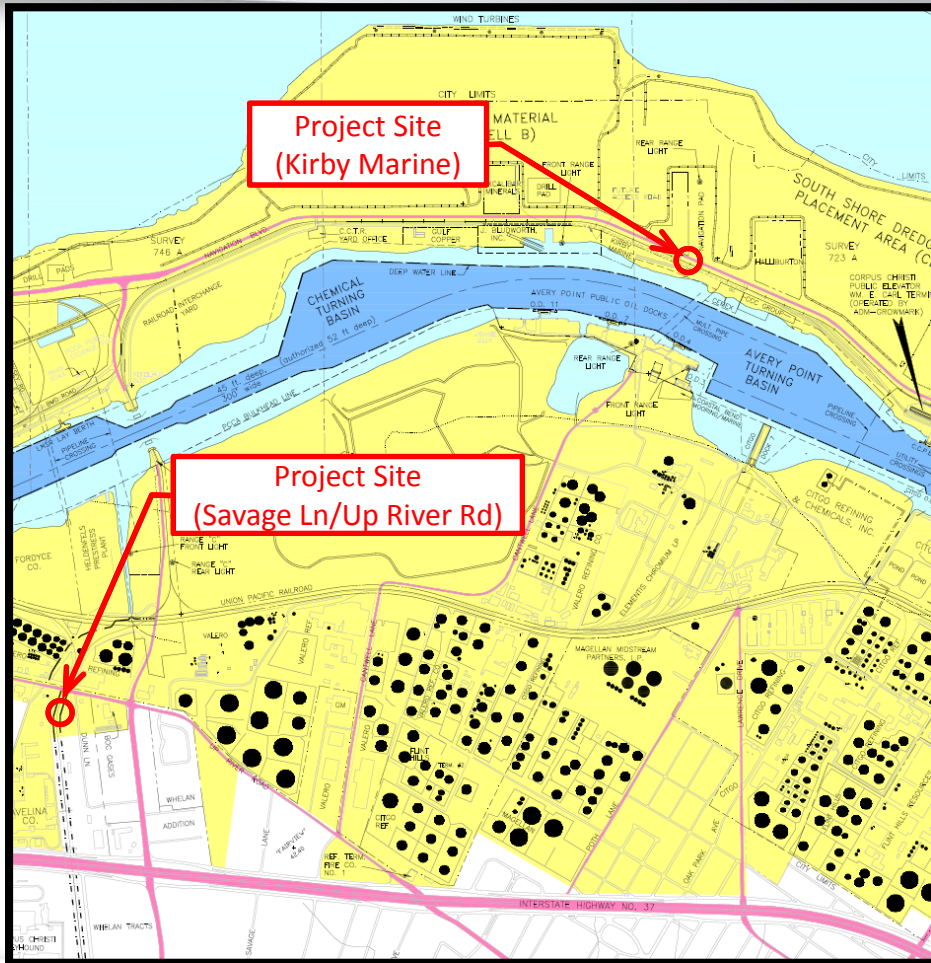
Bid Tabulation  
Map Exhibit

# Installation of AEI Readers





# Location of New AEI Readers



Project Location

Typical Installation





**BID TABULATION FOR  
Installation of AEI Readers  
PROJECT NO. 15-055A  
Bid Opening: May 26, 2016 at 2:00 p.m.**

Company Name	Bid Bond or Check	Base Bid <sup>A</sup>	Additive Bid Item 1 <sup>B</sup>	Time of Delivery* (Not to Exceed 150 Days)	Addendum No 1	Addendum No 2	Staff's Recommended Award: Base Bid
RSTO Services	5%	\$205,251.30	\$55,250.00	90	x	x	\$205,251.30
Balfour Beatty Infrastructure Inc.	5%	\$247,782.44	\$52,004.16	150	x	x	\$247,782.44
Diamond K Services	5%	\$256,829.00	\$55,328.00	150	x	x	\$256,829.00

\*In calendar days

<sup>A</sup> BASE BID: The scope of work for this project includes providing and installing two Automatic Equipment Identification (AEI) reader systems at two active trackside railroad locations within the Port of Corpus Christi Inner Harbor. Systems to be provided and installed comprise of an AEI controller, Radio Frequency (RF) modules, antennas, wheel detectors, utilities and bungalow housing unit. Work also includes constructing required foundations, installation of wiring, conduit, and equipment, connections, connection to utility lines, and data connectivity as may be necessary to provide a complete functioning system. With commissioning and training of PCCA personnel. This is a Lump Sum bid item.

<sup>B</sup> ADDITIVE BID ITEM 1: ADDITIONAL AEI READER: For the purchase on one additional AEI Reader System comprised of AEI controller, Radio Frequency (RF) modules, antennas, wheel detectors, software and bungalow housing unit to be delivered to the Port Maintenance Facility. This is a Lump Sum bid item.

Read By: David Krams, P.E.  
 Tabulated By: Eileen Mink, E.I.T.  
 Checked & Prepared By: Lucy Betancourt  
 Date: May 26, 2016

**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 19-B**

**Approve an Increase in a Professional Services Contract with Burns & McDonnell Transportation Inc. in the Amount of \$28,000 for Additional Engineering Services Associated with the Removal of the Tule Lake Lift Bridge Foundation**

**SUMMARY:** Staff requests an increase to engineering services costs to complete the plans and contract documents for the Tule Lake Lift Bridge Foundation Removal project at an additional cost not to exceed \$28,000, which will bring the total cost for engineering services on the project to \$122,812.

**BACKGROUND:** In 2015, Burns & McDonnell Transportation, Inc. initiated the preparation of plans, specifications, and contract documents for the demolition and removal of the remaining components of the Tule Lake Lift Bridge and its fender system. Burns & McDonnell's original contract was amended in November 2015 for a total amount of \$94,812 to include the channel dredging widening component within the demolition contract. Since then, staff has coordinated with and received comments from the Aransas-Corpus Christi Pilots and presented plans to the South Texas Waterways Advisory Council, and after further staff review, there are more proposed changes that need to be incorporated into the plans and specifications. Therefore, the drawings and contract documents need one more revision by the consultant before the project can be advertised for bidding. In addition, on May 7, 2016, the south east bridge fender was struck by a barge and approximately 20 piles were damaged. This condition, along with any subsequent repairs, will need to be captured in the plans. Staff has negotiated with Burns & McDonnell to perform the remaining work at a cost not to exceed an additional \$28,000, bringing their total fees to \$122,812.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** This project is consistent with the PCCA's Strategic Plan Goal 2 to provide facilities and services to meet customer needs and support maritime and industrial development.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This project was included in the 2016 Engineering Workload Budget.

**STAFF RECOMMENDATION:** Staff recommends approval of an increase to the Professional Services Contract for engineering services with Burns & McDonnell Transportation, Inc. by an additional \$28,000 to finalize the plans, specifications and contract documents for Tule Lake Lift Bridge Foundation Removal project. This increase would bring the Professional Services Contract to a total not-to-exceed amount of \$122,812. Staff anticipates that the contract documents will be completed and advertised for bid in July.

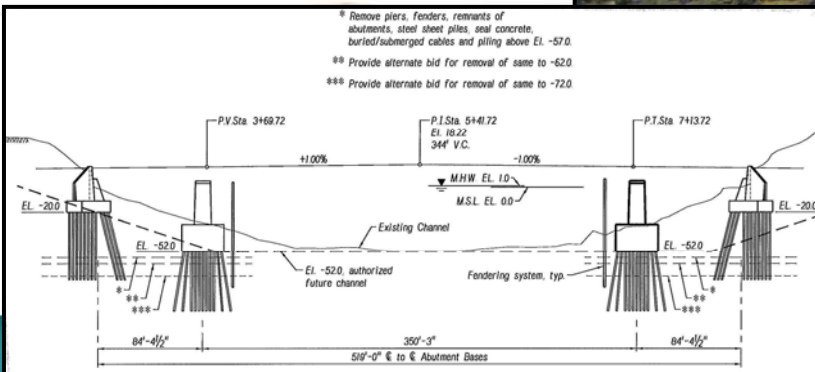
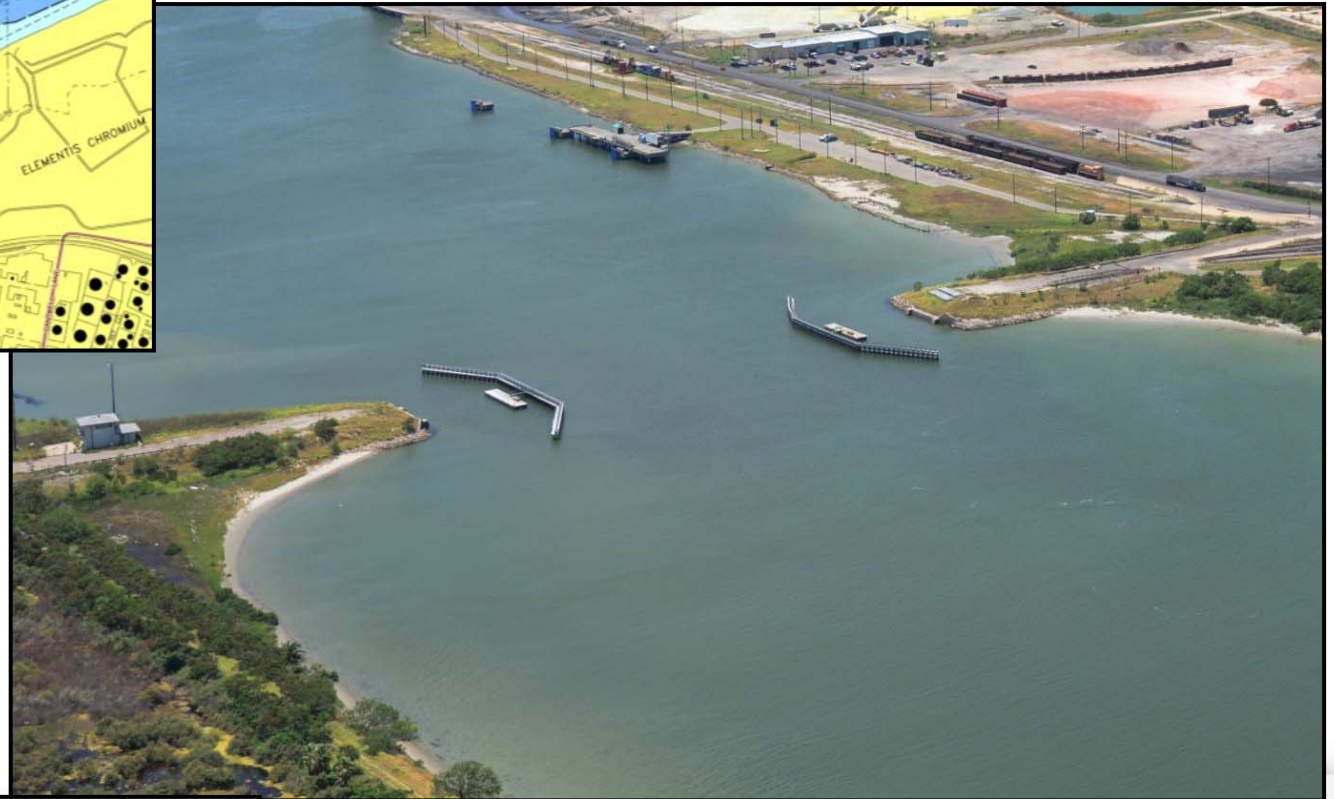
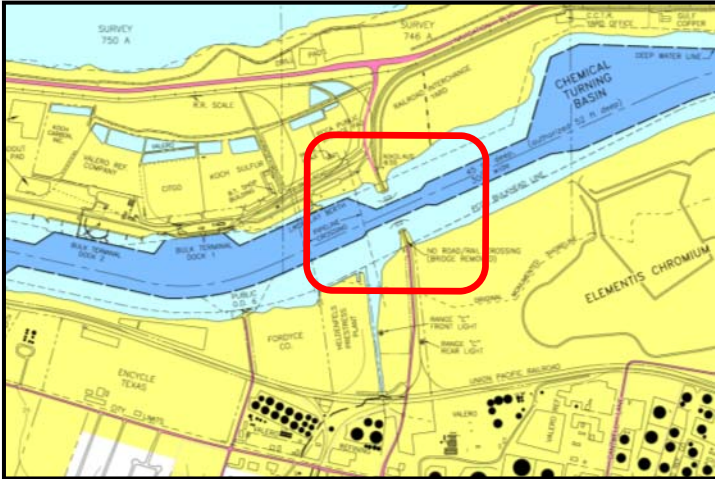
**DEPARTMENTAL CLEARANCES:**

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelson
Legal	Jimmy Welder
Executive Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen

**LIST OF SUPPORTING DOCUMENTS:**

Map Exhibit

# Tule Lake Foundation Removal and Channel Widening



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 19-C**

**Approve a Professional Engineering Services Contract with Naismith Engineering Inc. in the Amount of \$51,760 for Engineering Services Associated with the 2016 Roadway and Parking Lot Repairs at Oil Dock 1 and Avery Point Road Serving Oil Docks 3, 4, 7 and 11**

**SUMMARY:** Staff recommends approval of a Professional Engineering Services Contract with Naismith Engineering, Inc., in the amount of \$51,760 for project design services associated with the 2016 Roadway and Parking Lot Repairs project.

**BACKGROUND:** The Port of Corpus Christi has numerous roadways and parking areas that provide access to our port facilities. These paved areas require regular maintenance and repair in order to extend their useful life. For this year's project, improvements are proposed at Oil Dock 1 and at Avery Point Road, which services Oil Dock 3, 4, 7, and 11.

For Oil Dock 1, the work will consist of reconstructing the entrance and providing an improved parking. For Avery Point, the majority of the road, including the area around the Security Building, requires reconstruction. See attached exhibit.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** This project is consistent with the PCCA's Strategic Plan Goal 2 to provide facilities and services to meet customer needs and support maritime and industrial development.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This maintenance project was included in the 2016 Engineering Department Workload budget as a potential expenditure toward the funds identified for general maintenance of property and buildings.

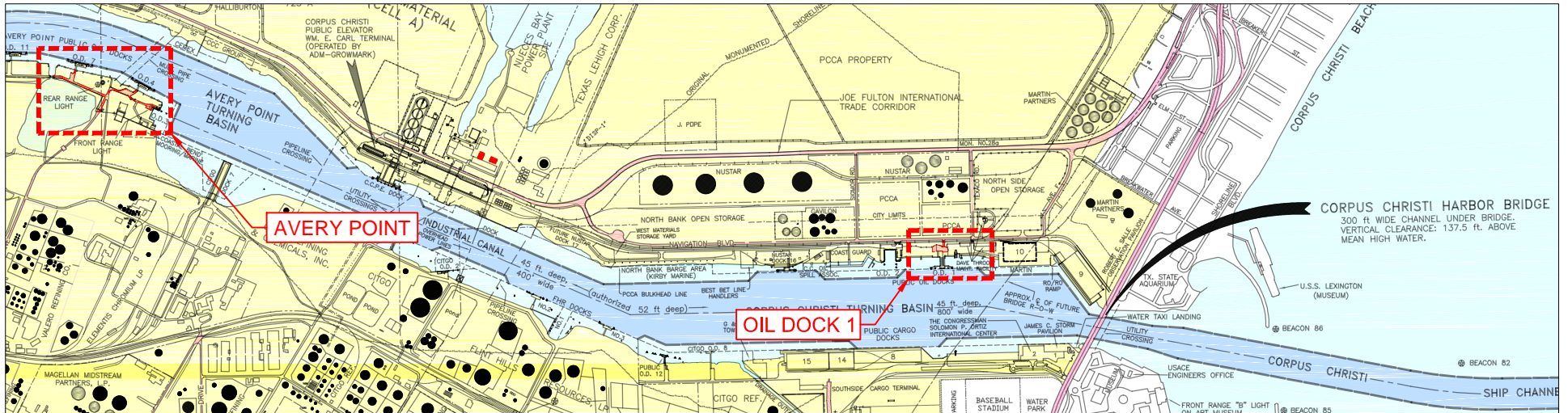
**STAFF RECOMMENDATION:** Staff recommends approval of a Professional Engineering Services Contract with Naismith Engineering, Inc., for engineering services associated with the 2016 Roadway and Parking Lot Repairs project in the amount not to exceed \$51,760.00.

**DEPARTMENTAL CLEARANCES:**

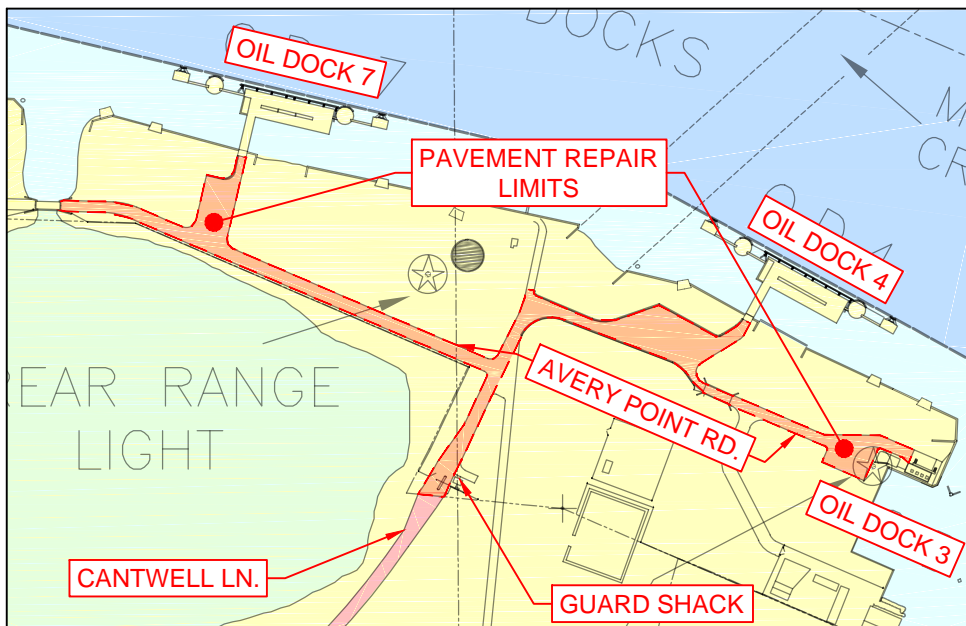
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelson
Legal	Jimmy Welder
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen

**LIST OF SUPPORTING DOCUMENTS:**

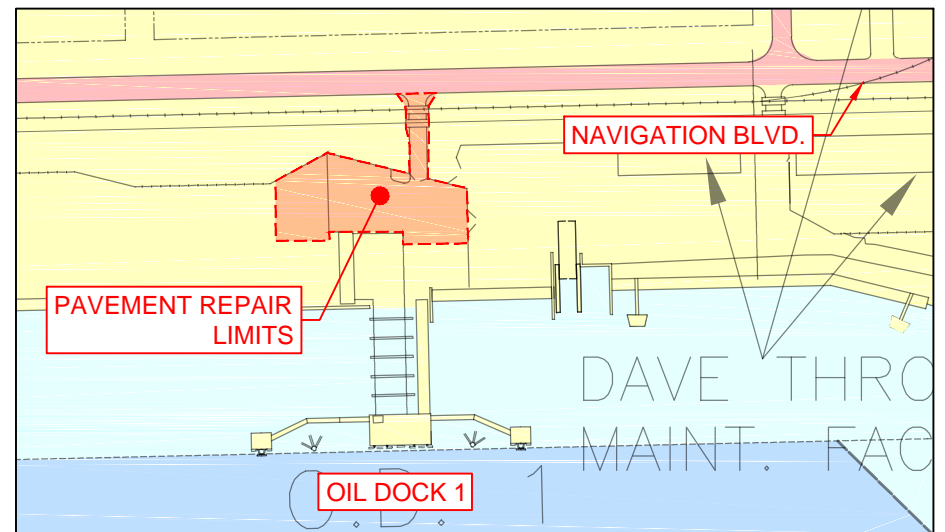
Location Map and Exhibit



01 OVERVIEW  
SCALE 0 2,000' 4,000'



02 AVERY POINT  
SCALE 0 150' 300'



03 OIL DOCK 1  
SCALE 0 100' 200'



96/223



PORT OF CORPUS CHRISTI AUTHORITY	
ROADWAY AND PARKING LOT REPAIRS 2016	
SCALE: GRAPHIC	DATE: 2016/05/31
DWN. BY: BEN V	TIME: 13:22:54
EXHIBIT "A"	

h:\ben vasquez\commission exhibits\roadway and parking lot repairs 2016.dwg



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 19-D**

**Approve a Service Order with LNV Inc. in the Amount of \$68,845, under Professional Services Master Agreement No. 13-07, for Engineering Services Associated with Repairs and Upgrades to Kay Bailey Hutchison Road**

**SUMMARY:** Staff requests approval of a Service Order with LNV, Inc. (LNV), under its existing Professional Services Master Agreement, for a time and material not-to-exceed amount of \$68,845 for engineering services associated with the Kay Bailey Hutchison (KBH) Road Repairs & Upgrades project. The design and construction phase of this supporting infrastructure capital and maintenance project was included in the 2016 budget.

**BACKGROUND:** Construction of Kay Bailey Hutchison Road, a two-lane access road into the La Quinta Gateway Terminal site, was completed in 2014 to provide access to voestalpine Texas Holding, LLC's 473-acre site for construction and operation of its hot briquetted iron facility. In addition, Cheniere has initiated construction on two laydown areas, served by Kay Bailey Hutchison Road, totaling approximately 135 acres also on PCCA leased property within the La Quinta terminal site. See attached exhibit. The ongoing construction and development activity has resulted in a high amount of traffic and resulted in overall road surface deterioration along approximately 10,000 linear feet of the road, with isolated advanced damage in areas at and near the entrances to the various lease premises as well as at the intersection with US 181.

Included in the 2016 budget was the design and repair of Kay Bailey Hutchison Road and also to add acceleration and deceleration lanes, as recommended by TxDOT, to improve the flow of traffic at the intersection of KBH Road and US Hwy 181. The scope of engineering services includes: pavement evaluation, preparation of repair recommendations, design of the acceleration and deceleration lanes, preparation of plans, specifications, and contract documents, and coordination with PCCA, La Quinta Terminal tenants, and the Texas Department of Transportation.

**CONFORMITY TO PORT POLICY:** This project is included as a Supporting Infrastructure Capital and Maintenance Project in the 2016 Budget. In addition, the

project conforms to the PCCA's Strategic Plan, specifically Strategic Goal #2 to Provide Facilities and Services to Meet Customer Needs.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** In addition to being in the 2016 budget, this project will mitigate higher long term repair costs that would arise if Kay Bailey Hutchison Road is left in its current state. The project will also further improve the La Quinta Gateway Terminal area for future growth.

**STAFF RECOMMENDATION:** Staff recommends approval of a Service Order with LNV Inc., under existing Professional Services Master Agreement No. 13-07, for engineering services associated with Kay Bailey Hutchison Road Repairs & Upgrades at cost not to exceed \$68,845.

**DEPARTMENTAL CLEARANCES:**

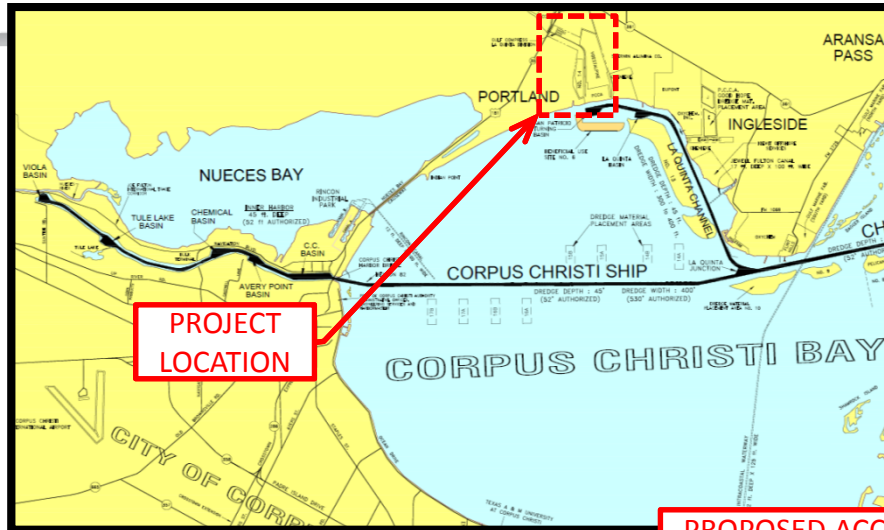
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelsen
	Dan Koesema
	Brett Flint
	Lou Donato
Legal	Jimmy Welder
Executive Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen

**LIST OF SUPPORTING DOCUMENTS:**

Map of Kay Bailey Hutchison Road



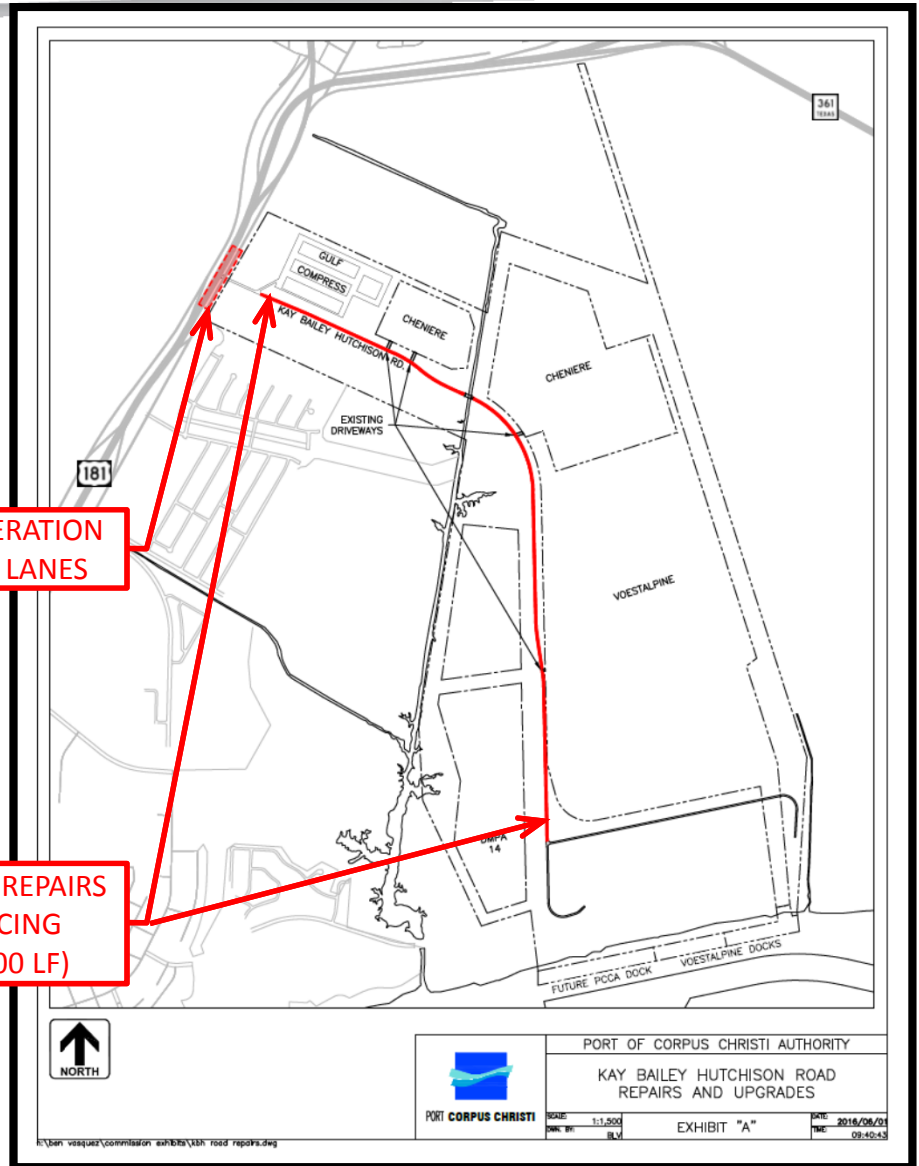
# KAY BAILEY HUTCHISON ROAD REPAIRS AND UPGRADES



**PROJECT LOCATION**

**PROPOSED ACCELERATION & DECELERATION LANES**

**PROPOSED ROAD REPAIRS AND RESURFACING (APPROX. 10,000 LF)**



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** Darrin Aldrich, Director of Real Estate  
[Darrin@pocca.com](mailto:Darrin@pocca.com)  
(361) 885-6169

**AGENDA ITEM NO. 19-E**

**Approve Two Easement and Right of Way Agreements with  
AEP Texas Central Company for the Installation of Electrical Service Drops  
at 4234 and 6522 Joe Fulton International Trade Corridor**

**SUMMARY:** AEP Texas Central Company (AEP) representatives have requested easement and right of way agreements to provide electrical service to Magellan Pipeline Holdings, LP (Magellan), for the operation of motor operated valves located on the north side of the Ship Channel at 4234 Joe Fulton International Trade Corridor (JFITC) and 6522 Joe Fulton International Trade Corridor. The motor operated valves will allow the pipeline company to open or close the valves from a remote control room in the event the need should arise. The terms of the agreements are contingent upon Magellan's operation of the valve sites. Upon AEP's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and right of ways shall automatically cease and terminate and the rights granted shall revert automatically to the PCCA.

**BACKGROUND:** On December 9, 2014, the Port Commission granted a pipeline easement to Magellan for the installation of three pipelines crossing the Corpus Christi Ship Channel and traversing the north side of the Inner Harbor along the JFITC. The 4.52 mile long pipeline route contains one 8-inch diameter pipeline and two 12-inch diameter pipelines that connect the Magellan Terminal to Buckeye/Trafigura's Texas Dock and Rail Terminal located on the south side of the Tule Lake Turning Basin. The pipelines and valve sites are now complete. Magellan has selected AEP Texas Central Company to provide electrical service to the valve sites. AEP has approached staff requesting an easement and right of way at each location.

**ALTERNATIVES:** Require Magellan to provide on-site electrical generation.

**CONFORMITY TO PORT POLICY:** N/A

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** None – No fees are assessed for AEP electrical service easements granted for PCCA tenants or easement grantees.

**STAFF RECOMMENDATION:** Staff recommends approval of the Easement and Right of Way Agreements with AEP- Texas Central Company.

**DEPARTMENTAL CLEARANCES:**

Originating Department	Real Estate
Reviewed & Approved	David Krams, P.E.
Legal	Used AEP's standard R-O-W Agreement
Executive Staff	John LaRue
	Sean Strawbridge
	Jarl Pederson

**LIST OF SUPPORTING DOCUMENTS:**

Memo Exhibit  
Easement Agreement for Valve Site 1 @ 4234 Joe Fulton International Trade Corridor  
Easement Agreement for Valve Site 2 @ 6522 Joe Fulton International Trade Corridor  
Easement Summary

AEP TEXAS CENTRAL COMPANY  
ELECTRICAL SERVICE DROPS 4234 JFITC & 6522 JFITC



6522 JFITC  
Valve Site 2

4234 JFITC  
Valve Site 1

MAGELLAN  
PIPELINE



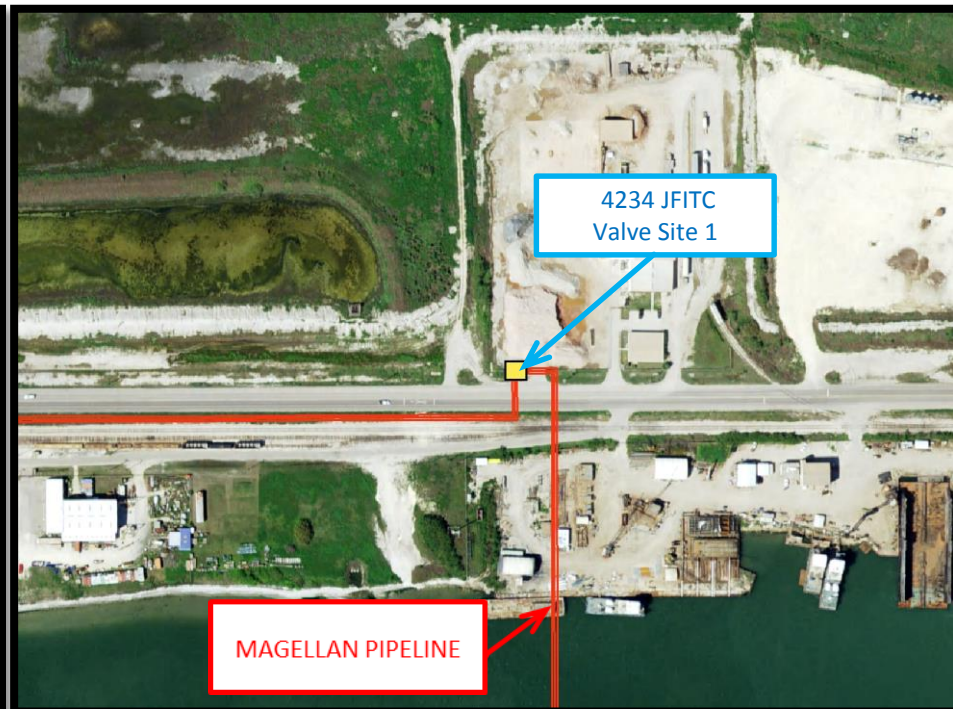
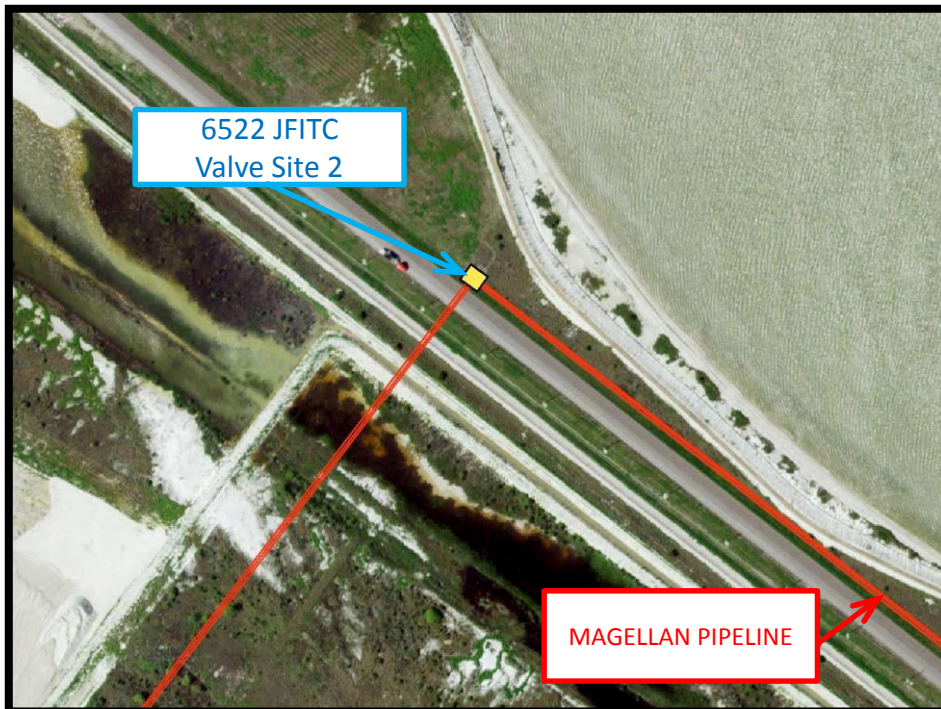
**PORT CORPUS CHRISTI**<sup>®</sup>

Moving America's Energy



EXHIBIT "A"  
AEP TEXAS CENTRAL COMPANY  
ELECTRICAL SERVICE DROPS 4234 JFITC & 6522 JFITC

AGENDA ITEM NO. 19-E



**PORT OF CORPUS CHRISTI AUTHORITY  
EASEMENT SUMMARY**

Grantee: AEP Texas Central Company  
P.O. Box 2121  
Corpus Christi, TX 78403

Easement Location: As depicted on the attached drawing, 4234 Joe Fulton International Trade Corridor and 6522 Joe Fulton International Trade Corridor.

Use: For the operation of motor operated valves located on the north side of the Ship Channel at 4234 Joe Fulton International Trade Corridor and 6522 Joe Fulton International Trade Corridor.

Term: The terms of the agreements are contingent upon Magellan's operation of the valve sites. Upon AEP's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and right of ways shall automatically cease and terminate and the rights granted shall revert automatically to the PCCA.

Options: None

Start Date: June 21, 2016

Fee: For and in consideration of Ten&00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor

Adjustment of Fee: None

Remarks: Easement and right of way agreements are to provide electrical service to Magellan Pipeline Holdings, LP (Magellan), for the operation of motor operated valves located on the north side of the Ship Channel at 4234 Joe Fulton International Trade Corridor and 6522 Joe Fulton International Trade Corridor.



(CORP) CP 460-OH/UG REV. 05/12

Town: Corpus Christi      Description: To serve Valve Site 1 @ 4234 Joe Fulton Corridor  
County: Nueces              W.R. #56830776              Submitted by: rcm              Date: 04/29/2016

**EASEMENT AND RIGHT OF WAY**

**PORT OF CORPUS CHRISTI AUTHORITY** (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a non-exclusive easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nuece County, Texas, to wit:

SEE EXHIBIT “A & B”, ATTACHED AND MADE A PART HEREOF AND INCORPORATED HEREIN (the “Easement Area”);

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; which lines shall maintain a minimum clearance of 36 feet at the lowest point of the conductor; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

Upon Grantee’s cessation of use of the Easement Area, or abandonment of same for a period of twelve (12) consecutive months, this Easement and Right of Way shall automatically cease and terminate, and the rights herein granted shall revert automatically to Grantor. Upon written request received from Grantor, within sixty (60) days of termination of this Easement, Grantee will file a document releasing the Easement and Right of Way in the Real Property Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns for so long as this agreement remains in force and effect. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_ day of May, 2016

**GRANTOR:**

**PORT OF CORPUS CHRISTI AUTHORITY**

By: \_\_\_\_\_  
John P. LaRue, Executive Director

**ACKNOWLEDGMENT**

STATE OF TEXAS     §  
COUNTY OF NUECES §

This instrument was acknowledged before me on this \_\_\_\_ day, May, 2016, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

\_\_\_\_\_  
Notary Public, State of Texas

Commission Expires: \_\_\_\_\_

**AFTER RECORDING, PLEASE RETURN TO:**

**AEP**  
**% Distribution Right-Of-Way Agent**  
**P.O. Box 2121**  
**Corpus Christi, Texas 78403**

STATE OF TEXAS  
COUNTY OF NUECES

**EXHIBIT "A"**  
**10 FOOT ELECTRICAL EASEMENT DESCRIPTION OVER THE CORPUS CHRISTI PORT AUTHORITY  
FOR VALVE SITE 1**

A 10.00 foot electrical easement in the Nueces County Navigation District No. 1, Abstract No. 2677, in the City of Corpus Christi, Nueces County, Texas, being a portion of Patent 381, Nueces County Navigation District No. 1, Volume 380, Page 586, Deed Records, Nueces County, Texas (D.R.N.C.T.), said easement being more particularly described as follows:

Commencing at a Brass Disk in headwall, said disk being PCCA "CELL-B" (2010), thence south 57 degrees 07 minutes 17 seconds west, 88.29 feet, to the Point of Beginning;

Thence north 89 degrees 52 minutes 06 seconds west, 10.00 feet to a point for corner;

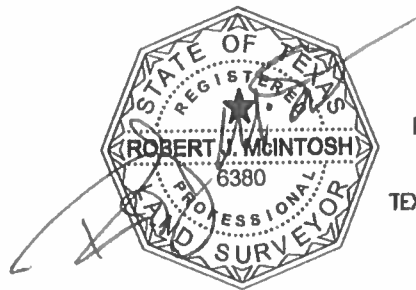
Thence south 00 degrees 07 minutes 54 seconds west, 87.00 feet, to a point for corner;

Thence south 89 degrees 52 minutes 06 seconds east, 10.00 feet, to a point for a corner;

Thence north 00 degrees 07 minutes 54 seconds east, 87.00 feet, to the Point of Beginning;

Said easement containing 870 square feet, more or less.

Exhibit "B" attached



DATE: 4-28-2016  
EXP. DATE: 12-31-2016

TEXAS LICENSED SURVEYING FIRM  
NO. 10194015

dmuntz | S:\Darren\junk\0140556 Esmt 4-28-16.dwg | 4/28/2016 11:37 AM |

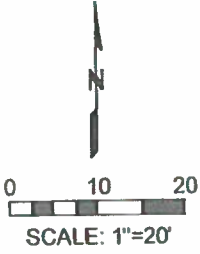
**Farnsworth**  
GROUP  
2595 DALLAS PARKWAY, SUITE 201  
FRISCO, TEXAS 75034  
(214) 407-7354 TBPLS# 10194015

ELECTRICAL EASEMENT VALVE SITE 1  
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2677  
CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No 0140556  
Book No:  
Drawn by: DJM  
Reviewed: RJM  
Date: 04-28-16

NU-5

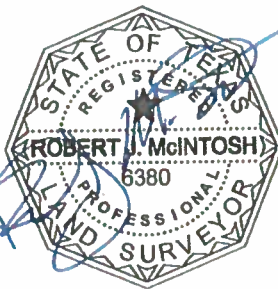
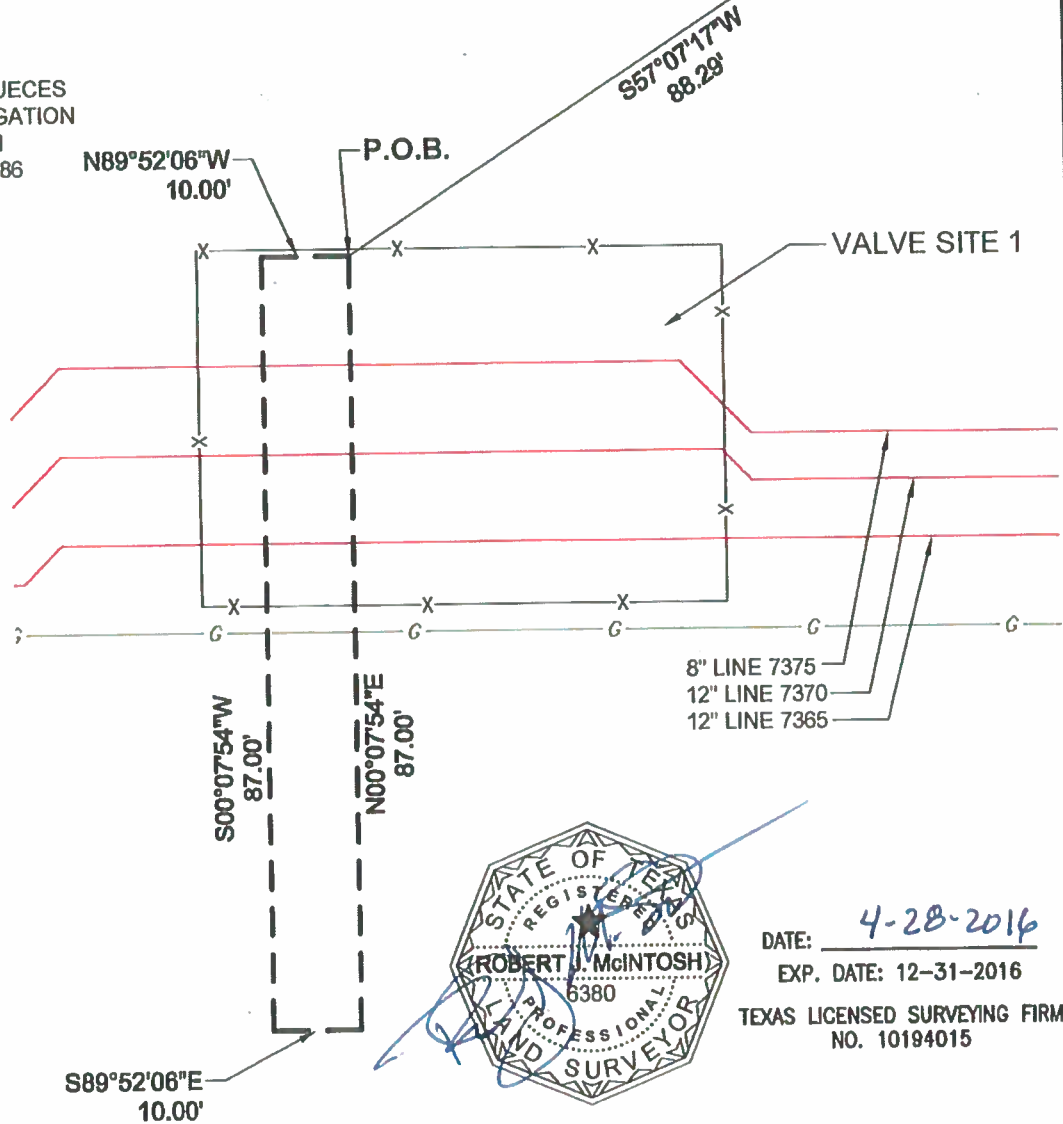
EXHIBIT B



POINT OF COMMENCEMENT  
 PCCA "CELL-B" (2010)  
 BRASS DISC IN HEADWALL  
 X1326447.26  
 Y17190826.62

SURFACE SITE  
 870 SQ FT

PATENT 381 NUECES  
 COUNTY NAVIGATION  
 DISTRICT NO. 1  
 VOL. 380, PG 586  
 D.R.N.C.T.



DATE: 4-28-2016  
 EXP. DATE: 12-31-2016

TEXAS LICENSED SURVEYING FIRM  
 NO. 10194015

NOTE:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), SOUTH ZONE 4205.
2. LEGAL DESCRIPTION ATTACHED.

dmuntz | S:\Dorren\junk\0140556 Esmt 4-28-16.dwg | 4/28/2016 11:37 AM |

**Farnsworth**  
 GROUP  
 2595 DALLAS PARKWAY, SUITE 201  
 FRISCO, TEXAS 75034  
 (214) 407-7354 TBPLS# 10194015

ELECTRICAL EASEMENT VALVE SITE 1  
 NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2677  
 CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No:	0140556
Book No:	
Drawn by:	DJM
Reviewed:	RJM
Date:	04-28-16
NU-5	

(CORP) CP 460-OH/UG REV. 05/12

Town: Corpus Christi      Description: To serve Valve Site 2 @ 6522 Joe Fulton Corridor  
County: Nueces              W.R. #56830776              Submitted by: rcm              Date: 04/29/2016

**EASEMENT AND RIGHT OF WAY**

**PORT OF CORPUS CHRISTI AUTHORITY** (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto Grantee, its successors and assigns, a non-exclusive easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nuece County, Texas, to wit:

SEE EXHIBIT “A & B”, ATTACHED AND MADE A PART HEREOF AND INCORPORATED HEREIN (the “Easement Area”);

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; which lines shall maintain a minimum clearance of 36 feet at the lowest point of the conductor; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

Upon Grantee’s cessation of use of the Easement Area, or abandonment of same for a period of twelve (12) consecutive months, this Easement and Right of Way shall automatically cease and terminate, and the rights herein granted shall revert automatically to Grantor. Upon written request received from Grantor, within sixty (60) days of termination of this Easement, Grantee will file a document releasing the Easement and Right of Way in the Real Property Records of Nueces County, Texas.

**TO HAVE AND TO HOLD** the above described easement and rights unto the Grantee, its successors and assigns for so long as this agreement remains in force and effect. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_ day of May, 2016

**GRANTOR:**

**PORT OF CORPUS CHRISTI AUTHORITY**

By: \_\_\_\_\_  
John P. LaRue, Executive Director

**ACKNOWLEDGMENT**

**STATE OF TEXAS     §**  
**COUNTY OF NUECES §**

This instrument was acknowledged before me on this \_\_\_\_ day, May, 2016, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

\_\_\_\_\_  
Notary Public, State of Texas

Commission Expires: \_\_\_\_\_

**AFTER RECORDING, PLEASE RETURN TO:**

**AEP**  
**% Distribution Right-Of-Way Agent**  
**P.O. Box 2121**  
**Corpus Christi, Texas 78403**

STATE OF TEXAS  
COUNTY OF NUECES

**EXHIBIT "A"**  
**10 FOOT ELECTRICAL EASEMENT DESCRIPTION OVER THE CORPUS CHRISTI PORT AUTHORITY  
FOR VALVE SITE 2**

A 10.00 foot electrical easement in the Nueces County Navigation District No. 1, Abstract No. 2689, in the City of Corpus Christi, Nueces County, Texas, being a portion of Nueces County Navigation District No. 1, Volume 192, Page 579, Deed Records, Nueces County, Texas (D.R.N.C.T.), said easement being more particularly described as follows:

Commencing at a Bronze Disk in concrete, said disk being U.S.C.G.S. VIOLA (1933), thence south 55 degrees 20 minutes 38 seconds east, 2,408.01 feet, to the Point of Beginning;

Thence south 52 degrees 33 minutes 39 seconds west, 132.50 feet to a point for corner;

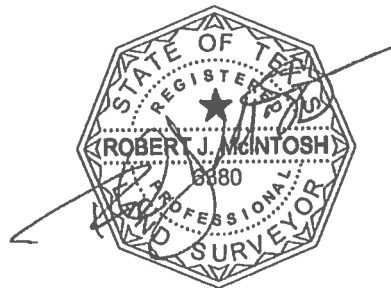
Thence south 37 degrees 26 minutes 21 seconds west, 10.00 feet, to a point for corner;

Thence north 52 degrees 33 minutes 39 seconds east, 132.50 feet, to a point for a corner;

Thence north 37 degrees 26 minutes 21 west, 10.00 feet, to the Point of Beginning;

Said easement containing 1,325 square feet, more or less.

Exhibit "B" attached



DATE: 4-28-2016

EXP. DATE: 12-31-2016

TEXAS LICENSED SURVEYING FIRM  
NO. 10194015

dmuntz | S:\Darren\junk\0140556 Esmt 4-28-16.dwg | 4/28/2016 11:37 AM |

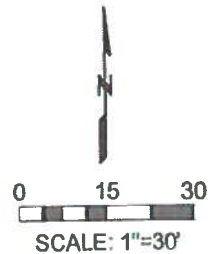
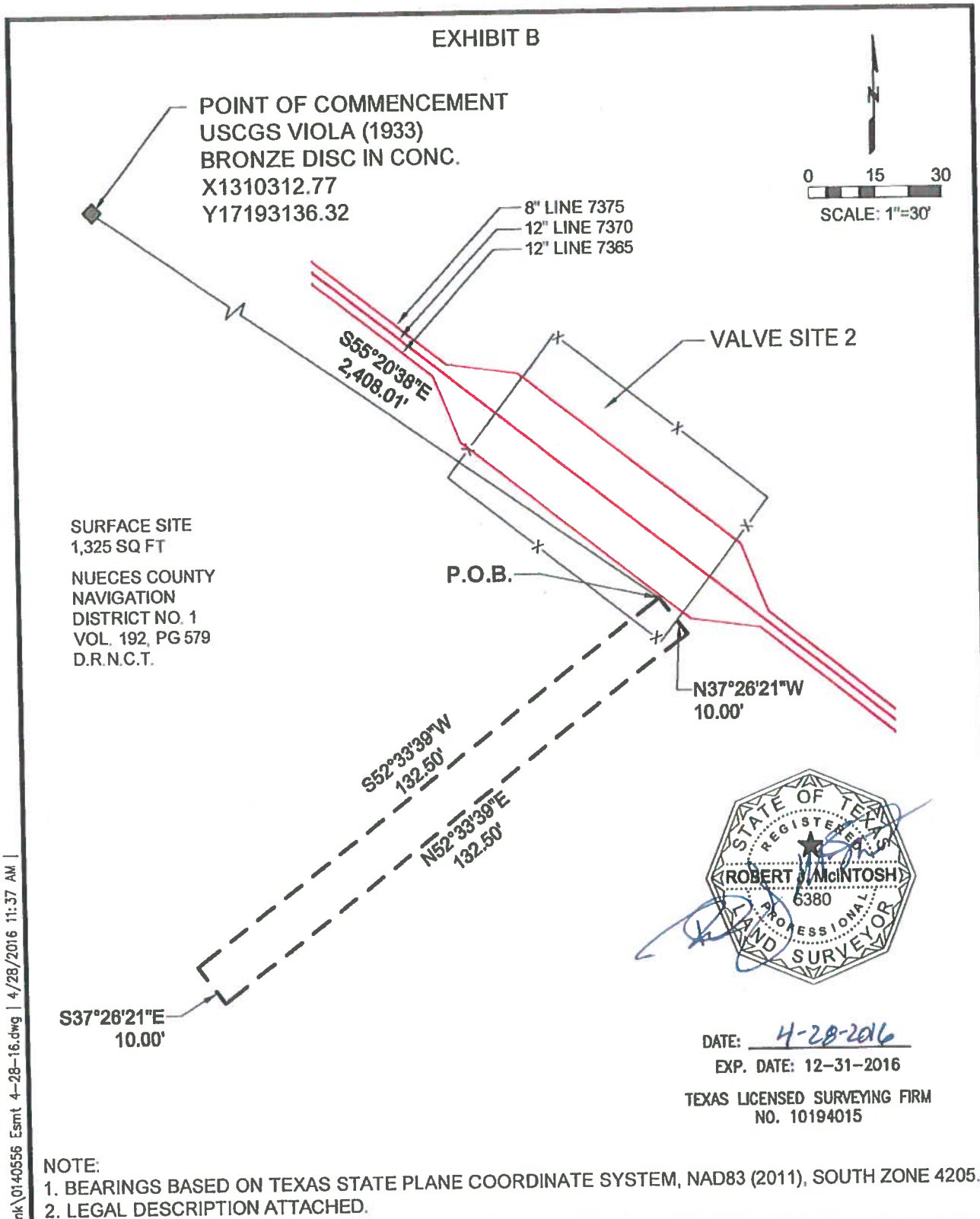
**Farnsworth**  
GROUP  
2595 DALLAS PARKWAY, SUITE 201  
FRISCO, TEXAS 75034  
(214) 407-7354 TBPLS# 10194015

ELECTRICAL EASEMENT VALVE SITE 2  
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2689, IN  
CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556  
Book No:  
Drawn by: DJM  
Reviewed: RJM  
Date: 04-28-16

NU-5

EXHIBIT B



DATE: 4-28-2016  
 EXP. DATE: 12-31-2016  
 TEXAS LICENSED SURVEYING FIRM  
 NO. 10194015

NOTE:  
 1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), SOUTH ZONE 4205.  
 2. LEGAL DESCRIPTION ATTACHED.

dmuntz | S:\Darren\junk\0140556 Esmt 4-28-16.dwg | 4/28/2016 11:37 AM |

**Farnsworth**  
 GROUP  
 2595 DALLAS PARKWAY, SUITE 201  
 FRISCO, TEXAS 75034  
 (214) 407-7354 TBPLS# 10194015

ELECTRICAL EASEMENT VALVE SITE 2  
 NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2689, IN  
 CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No:	0140556
Book No:	
Drawn by:	DJM
Reviewed:	RJM
Date:	04-28-16
NU-5	



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** Darrin Aldrich, Director of Real Estate  
[Darrin@pocca.com](mailto:Darrin@pocca.com)  
(361) 885-6169

**AGENDA ITEM NO. 19-F**

**Approve an Easement and Right of Way Agreement with AEP Texas Central Company for the Installation of Underground Electric Service to 6701 Joe Fulton International Trade Corridor (Public Oil Dock 14)**

**SUMMARY:** AEP Texas Central Company (AEP) representatives have requested an easement and right of way agreement to provide underground electrical service to PCCA property located at 6701 Joe Fulton International Trade Corridor (JFITC), commonly known as Public Oil Dock 14. The strip of land covered by this easement and right of way agreement is 10' in width, 5' on each side of the centerline as described by the GPS waypoints and depicted in Exhibit A of the agreement. The term of the easement is contingent upon PCCA's operation of Public Oil Dock 14. Upon AEP's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and right of ways shall automatically cease and terminate and the rights granted shall revert automatically to the PCCA.

**BACKGROUND:** On November 11, 2014, the Port Commission granted an electrical easement to AEP for the installation of an underground electrical distribution line along the JFITC and Mike Carroll Road to service the construction and operation of the M&G plant facility and future Public Oil Dock 14. The new easement will commence at the existing termination point on Mike Carroll Road and continue along M&G's plant facility fence line to an electrical transformer pad site located on the North West side of Public Oil Dock 14.

**ALTERNATIVES:** None.

**CONFORMITY TO PORT POLICY:** N/A

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** None – No fees are assessed for AEP electrical service easements granted for the PCCA.

**STAFF RECOMMENDATION:** Staff recommends approval of the Easement and Right of Way Agreements with AEP- Texas Central Company.

**DEPARTMENTAL CLEARANCES:**

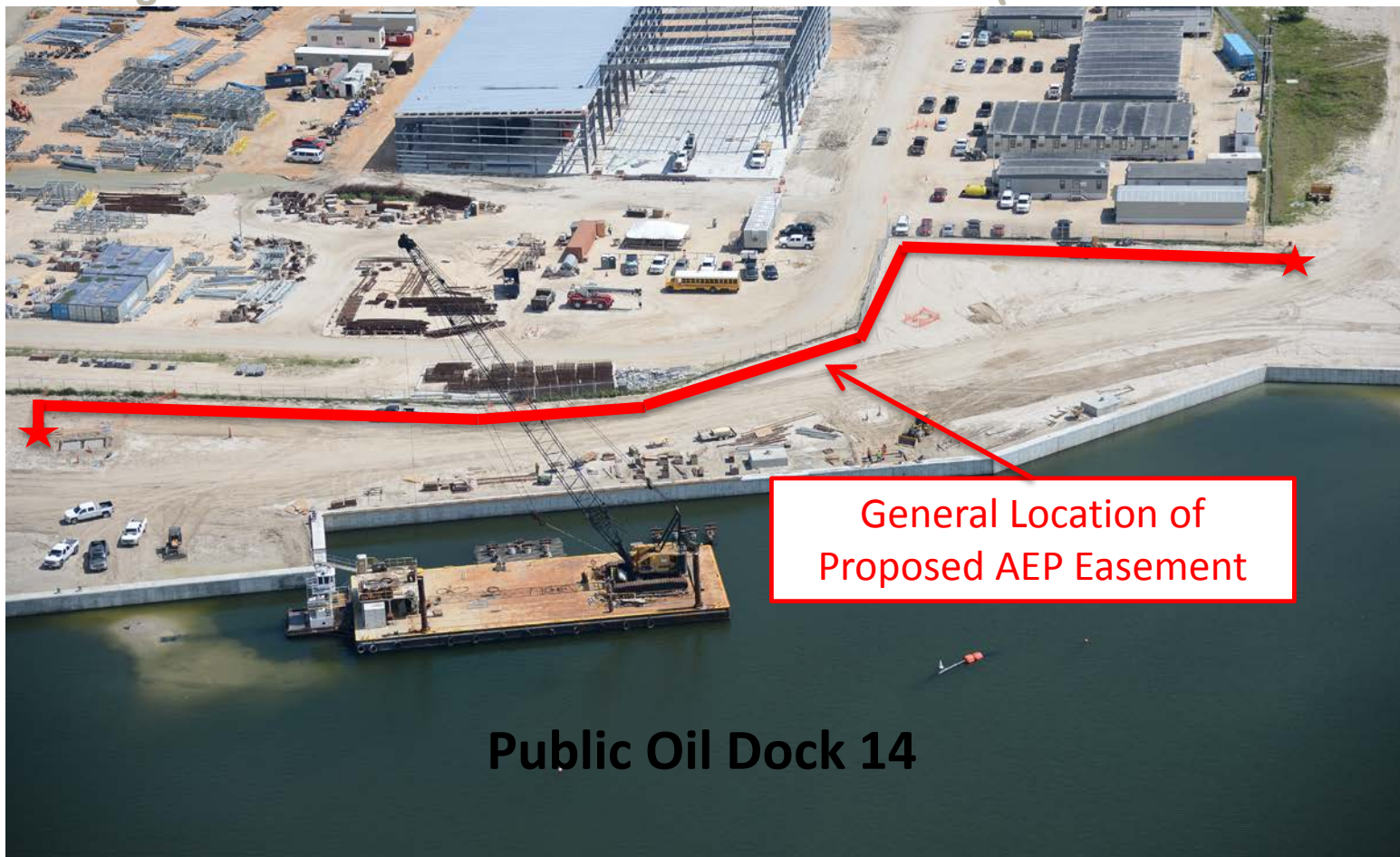
Originating Department	Real Estate
Reviewed & Approved	David Krams, P.E.
Legal	Jimmy Welder
Executive Staff	John LaRue
	Sean Strawbridge
	Jarl Pederson

**LIST OF SUPPORTING DOCUMENTS:**

Memo Exhibit  
Easement Agreement for 6701 Joe Fulton International Trade Corridor (Oil Dock 14)  
Easement Summary

# AEP TEXAS CENTRAL COMPANY

## Underground Electrical Service for 6701 JFITC (Public Oil Dock 14)



General Location of  
Proposed AEP Easement

Public Oil Dock 14

PORT OF CORPUS CHRISTI AUTHORITY  
EASEMENT SUMMARY

Grantee: AEP Texas Central Company  
P.O. Box 2121  
Corpus Christi, TX 78403

Easement Location: As depicted on the attached drawing, 6701 Joe Fulton International Trade Corridor, commonly known as Public Oil Dock 14.

Use: For electrical service to Oil Dock 14

Term: The terms of the easement is contingent upon PCCA's operation of Oil Dock 14. Upon AEP's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and right of ways shall automatically cease and terminate and the rights granted shall revert automatically to the PCCA.

Options: None

Start Date: June 21, 2016

Fee: For and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor

Adjustment of Fee: None

Remarks: The strip of land covered by this easement and right of way agreement is 10' in width, 5' on each side of the centerline as described by the GPS waypoints and depicted in the Exhibit A.

(CORP) CP 460-OH/UG REV. 05/12

Town: Corpus Christi Description: Install UG to serve Oil Dock 14  
County: Nueces W.R. #59970119 Submitted by: rcm

Date: May 31, 2016

**EASEMENT AND RIGHT OF WAY**

**PORT OF CORPUS CHRISTI AUTHORITY** (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto Grantee, its successors and assigns, a non-exclusive easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nueces County, Texas, to wit:

More specifically, the strip of land covered by this Easement and Right of Way shall be 10 feet in width, 5’ on each side of a centerline as described by GPS waypoints and depicted in the Exhibit “A”, attached and made a part hereof and incorporated herein for all applicable purposes (the “Easement Area”). Notwithstanding the foregoing, the actual “as built” location of the electric line shall locate, define, and establish the centerline of the Easement Area.

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; which lines shall maintain a minimum clearance of 36 feet at the lowest point of the conductor; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

Upon Grantee’s cessation of use of the Easement Area, or abandonment of same for a period of twelve (12) consecutive months, this Easement and Right of Way shall automatically cease and terminate, and the rights herein granted shall revert automatically to Grantor. Upon written request received from Grantor, within sixty (60) days of termination of this Easement, Grantee will file a document releasing the Easement and Right of Way in the Real Property Records of Nueces County, Texas.

**TO HAVE AND TO HOLD** the above described easement and rights unto the Grantee, its successors and assigns for so long as this agreement remains in force and effect. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_ day of June, 2016

**GRANTOR:**

**PORT OF CORPUS CHRISTI AUTHORITY**

By: \_\_\_\_\_  
John P. LaRue, Executive Director

**ACKNOWLEDGMENT**

**STATE OF TEXAS §**  
**COUNTY OF NUECES §**

This instrument was acknowledged before me on this \_\_\_\_ day, June, 2016, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
(Printed Name)

Commission Expires: \_\_\_\_\_

**AFTER RECORDING, PLEASE RETURN TO:**

**AEP**  
**% Distribution Right-Of-Way Agent**  
**P.O. Box 2121**  
**Corpus Christi, Texas 78403**



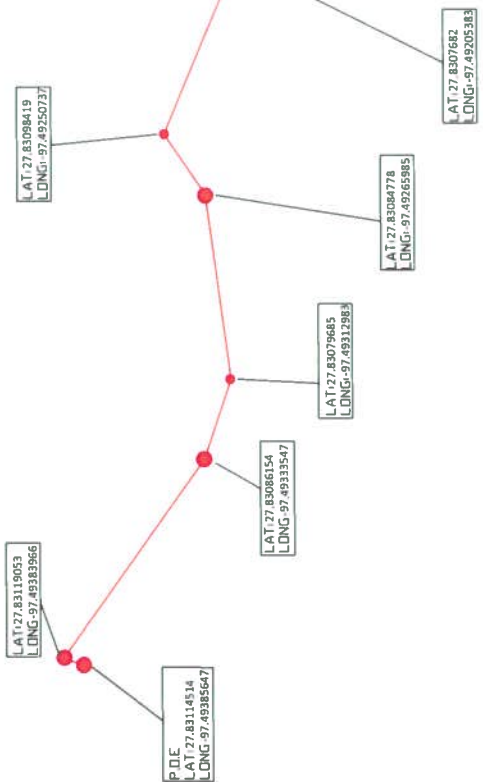
# EXHIBIT "A"

JOE FULTON INTL TC

P.O.B.

APPROXIMATELY 786 FT

WR:59970119  
CITY: CORPUS CHRISTI  
COUNTY: NUECES  
INITIALS: RC DATE: 9/03/16  
SYSTEM: LAT/LONG  
DATUM: WGS 1984



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E.  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

**AGENDA ITEM NO. 19-G**

**Approve a Professional Services Contract with SolkaNavaTorno, LLC, in the Amount of \$73,200 for Architectural and Engineering Services Associated with the Design of Roof, Wall, and Overhead Door Replacement, Upgrades, and Repairs to the 162,000-Square-Foot Cargo Dock 9 Transfer Facility.**

**SUMMARY:** Staff recommends approval of Professional Services Contract with SolkaNavaTorno, LLC for engineering and architectural services associated with the design of roof, wall, and overhead door replacement, upgrades, and repairs to the 162,000 square foot Cargo Dock 9 Transfer Facility at a cost not to exceed \$73,200.

**BACKGROUND:** The PCCA owns and maintains the Cargo Dock 9 transfer facility warehouse located on the north side of the inner harbor just west of the Harbor Bridge (see attached Exhibit) and it is currently leased to Port Corpus Terminal, Inc. for the storage, handling, and transloading of primarily frac and ceramic sands. This dock facility was originally constructed in 1929 and expanded in the mid to late 1930s. In 1971, the original timber warehouse was completely replaced with a 63,000 square foot metal building after the warehouse sustained damage by Hurricane Celia. Then, in 1993, the metal building was expanded to its current footprint size of 148,000 square feet. The expansion project upgraded some of the existing structural columns, overhead doors, and the siding was painted to match the new construction. In the past few years, this building has been exhibiting severe deterioration in the roof, exterior siding, and overhead doors. The results of a 2015 inspection of the building, with its 162,000 square foot roof area, recommended widespread repairs or complete replacement of the roof. This budgeted project includes replacement of the roof, and repairs and upgrades to the exterior siding and overhead doors.

**ALTERNATIVES:** The Port Commission tabled this item at the March 15, 2016 meeting when staff requested approval to expend up to \$146,100 in consultant services consisting of a time and materials, not-to-exceed amount of \$88,800 for the design and contract document preparation, and up to \$57,300 of fees for windstorm inspections and engineering and architecture services during construction should they be needed during the project. Commission directed Staff to reevaluate the procurement method and consultant needs for this project and renegotiate, if required, with SolkaNavaTorno,



LLC. The competitive bid procurement process was determined by staff to be the best method for this project, and the fees and scope were renegotiated with SolkaNavaTorno. SolkaNavaTorno's fees were reduced by streamlining the scope of work, requiring the architect to specify that the work by the building contractor will meet required wind codes rather than having the architect provide windstorm certifications and inspections ensuring compliance, and eliminating the architect's services during construction. Inspection services during construction will be administrated solely by PCCA staff.

**CONFORMITY TO PORT POLICY:** This project supports Strategic Goal 2 to provide facilities and services to meet customer needs.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This project was included in the 2016 Engineering Workload budget.

**STAFF RECOMMENDATION:** Staff recommends approval of a Professional Service Contract with SolkaNavaTorno, LLC, for architectural and engineering services associated with the Roof and General Improvements to the Cargo Dock 9 Transfer Facility project in the not-to-exceed amount of \$73,200.

**DEPARTMENTAL CLEARANCES:**

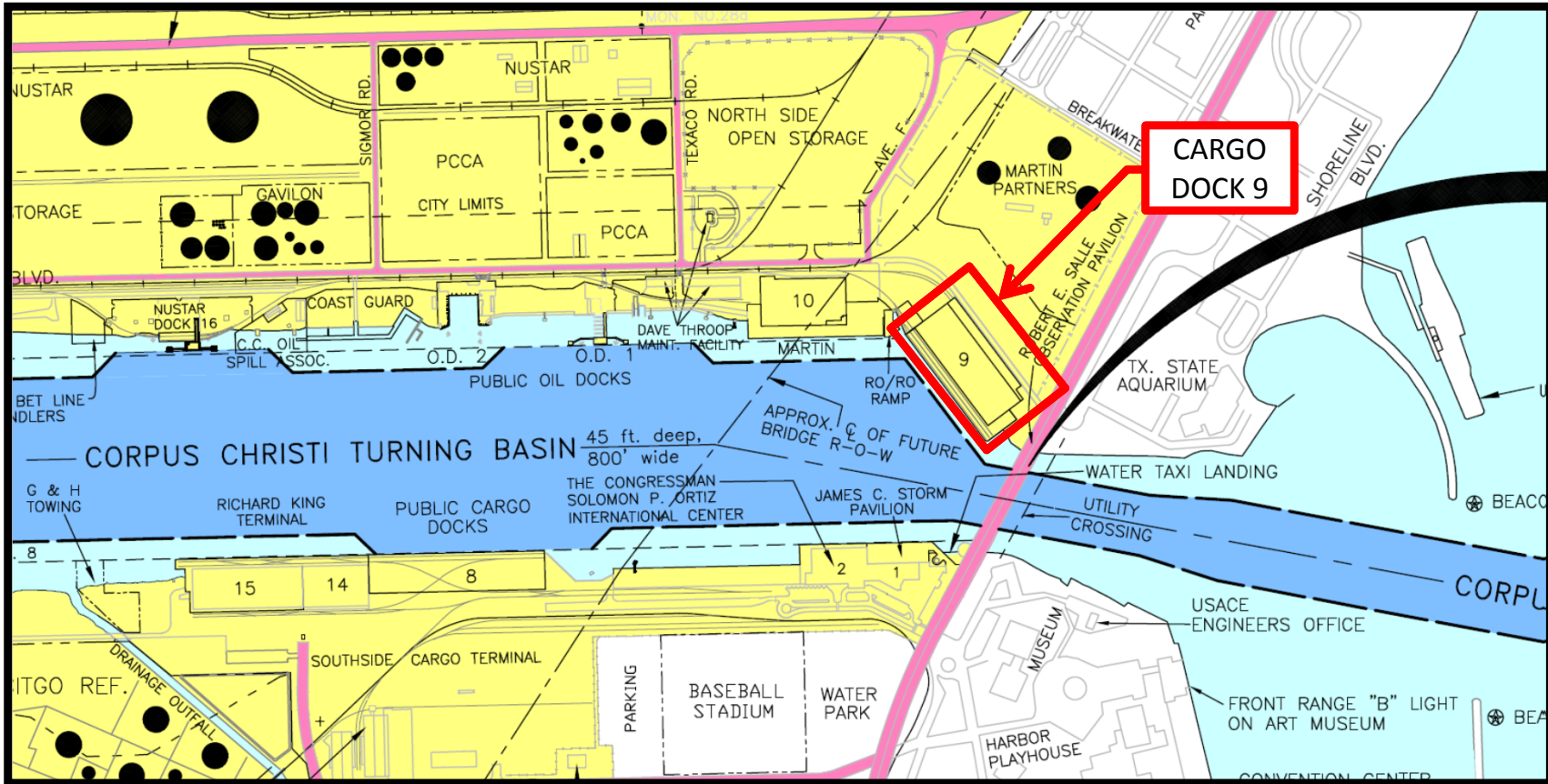
Originating Department	Engineering Services
Reviewed & Approved	David Krams Dave Michaelson Bert Perez
Legal	Jimmy Welder Dane Bruun
Executive Staff	John LaRue Sean Strawbridge Jarl Pedersen

**LIST OF SUPPORTING DOCUMENTS:**

Location Map

# CARGO DOCK 9 GENERAL IMPROVEMENTS

AGENDA ITEM NO. 19-G



**PORT CORPUS CHRISTI**™



# CARGO DOCK 9 GENERAL IMPROVEMENTS

AGENDA ITEM NO. 19-G



**Current Roof Condition  
of Cargo Dock 9 Transfer Facility**



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** Sarah L. Garza, Director of Environmental Planning & Compliance  
[sarah@pocca.com](mailto:sarah@pocca.com)  
(361) 885-6163

**AGENDA ITEM NO. 19-H**

**Approve First Amendment and Supplement of a Professional Engineer Services Contract with Alan Plummer Associates Inc. for Additional Design Services in the Amount of \$11,988**

**SUMMARY:** Staff is requesting approval of the First Amendment and Supplement of Professional Engineer Services Contract with Alan Plummer Associates, Inc. This is needed to amend and supplement the Professional Engineer Services Contract that was approved by the Port Commission at the June 16, 2015 Commission Meeting for the design of Storm Water Quality Improvements at Maintenance Facility project.

**BACKGROUND:** Storm water discharges at the PCCA's Maintenance Facility are regulated under Texas Pollutant Discharge System (TPDES) General Permit TXR050000. An evaluation of the Maintenance Facility and Bulk Terminal was conducted in late 2014 and resulted in several recommendations for improving storm water quality at the Maintenance Facility, which include items such as installing containments around construction materials and aggregates within the storage yard, providing bio-retention areas, and the installation of storm water treatment systems at the facility.

Commission approved the contract with Alan Plummer Associates, Inc. which was to develop engineering plans for storm water runoff improvements at the two-acre Maintenance Facility site located on the north side of the inner harbor at the corner of Navigation Boulevard and Texaco Road. See attached exhibit. The original contract to develop engineering plans was for \$56,033. During their 95% review of the plans, Engineering proposed an alternative design for one design component, the downspout treatment system. In addition, due to the unique nature of the project, an additional scope is also being added to provide construction phase services. The amended and supplemented engineering services by Alan Plummer Associates, Inc. is for a cost of \$11,988, for a combined contract total of \$68,021.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** The amendment supports PCCA's Environmental Policy promoting environmental sustainability in the development of port facilities. Once constructed, the storm water improvements are expected to aid in meeting the benchmark levels of the TPDES general permit by reducing the pollutants in storm water runoff. Thereby, improving and maintaining the water quality of the coastal bend ecosystems.

**EMERGENCY:** No

**FINANCIAL IMPACT:** N/A

**STAFF RECOMMENDATION:** Staff recommends approval of the First Amendment and Supplement of Professional Engineer Services Contract with Alan Plummer Associates, Inc. for an additional amount of \$11,988, and total contract not to exceed amount of \$68,021, for professional engineering services to design storm water system improvements at the Maintenance Facility.

**DEPARTMENTAL CLEARANCES:**

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza Steven Ashley
Legal	Jimmy Welder
Senior Staff	John LaRue Sean Strawbridge Jarl Pederson

**LIST OF SUPPORTING DOCUMENTS:**

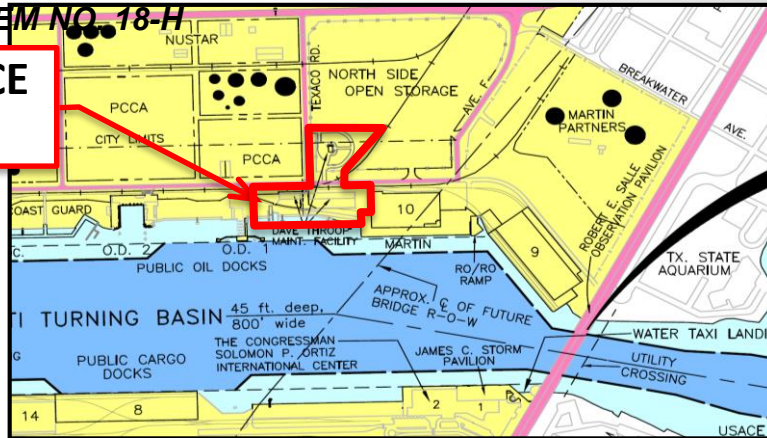
Commission Memo Exhibit – Storm Water System Quality Improvements at the PCCA Maintenance Facility

First Amendment and Supplement of Professional Engineer Services Contract with Alan Plummer Associates, Inc.

# Storm Water System Quality Improvements for Maintenance Facility

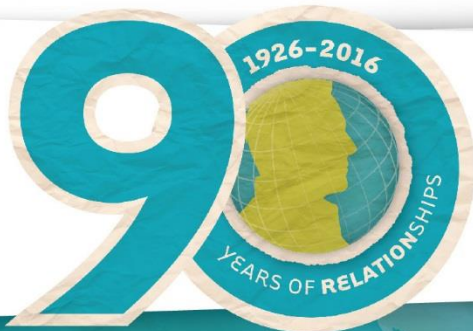
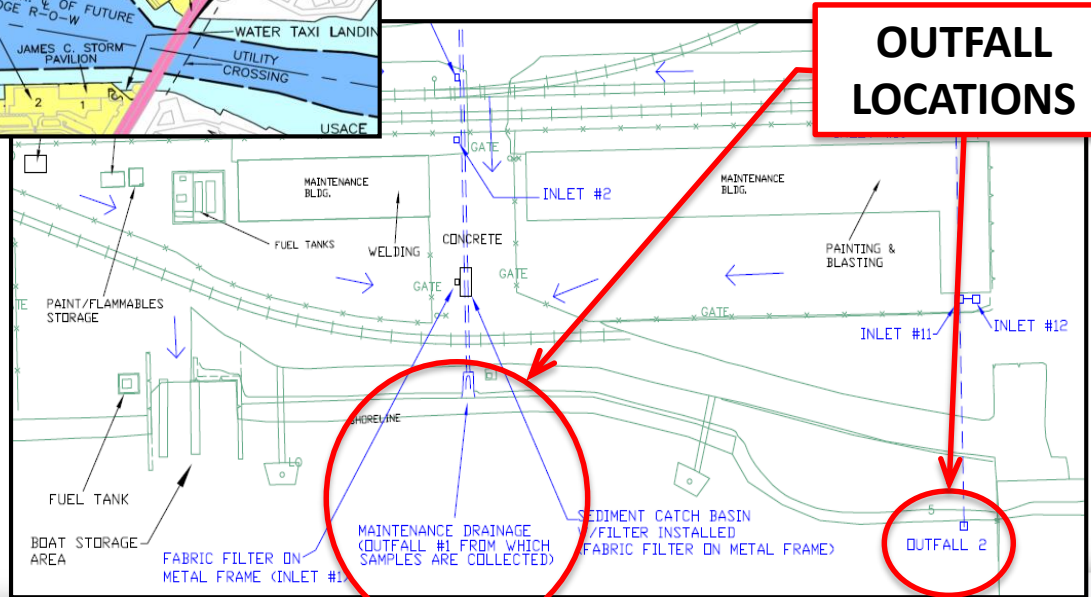
AGEND ITEM NO. 18-H

**MAINTENANCE FACILITY**



AGEND ITEM NO. 19-H

**OUTFALL LOCATIONS**



**FIRST AMENDMENT AND SUPPLEMENT OF  
PROFESSIONAL ENGINEER SERVICES CONTRACT**

This First Amendment and Supplement of Professional Engineer Services Contract (the "*Amendment*") is made effective as of June 21, 2016 ("*Amendment Date*") by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ("*Authority*"), and Alan Plummer Associates, Inc. ("*Engineer*"). Authority and Engineer are sometimes individually referred to herein as a "*Party*" and collectively as the "*Parties*".

WHEREAS, Authority and Engineer entered into a Professional Engineer Services Contract dated June 16, 2015 (the "*Agreement*"), under the terms of which the Engineer agreed to perform the services described in the Scope of Services attached to the Agreement as Attachment A in connection with the Authority's Storm Water System Quality Improvements – Maintenance Facility Project (the "*Project*"); and

WHEREAS, the Authority asked the Engineer for a proposal to provide professional engineering services to modify the building downspout water quality treatment system portion of the Project and to provide construction phase services for the Project when requested to do so by the Authority; and

WHEREAS, in response to the Authority's request for a proposal to provide the foregoing services, Engineer submitted the proposal attached hereto as Attachment One (the "*Supplemental Proposal*"); and

WHEREAS, Authority wishes to accept the Supplemental Proposal, and the Parties wish to amend and supplement the Agreement to incorporate the Supplemental Proposal in the Agreement;

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. Effective as of the Amendment Date, Attachment One to this Amendment, which is the Supplemental Proposal, shall constitute and be deemed to be a new Attachment One to the Agreement.

B. Sections 1, 2 and 3 of the Agreement are amended in their entirety to read as follows:

1. **CONTRACT:** Authority hereby engages the Engineer and the Engineer hereby accepts this engagement for the purpose of providing Authority professional services as described in "Request for Proposals for 2015 Major and Minor Engineering Projects Storm Water System Quality Improvements - Maintenance Facility, Authority RFP No. 15-001A", and the Engineer's Proposal dated February 2015, as amended by negotiation, now on file in the Authority's

Offices, all of which are incorporated herein by this reference, as if fully set out in their entirety and collectively referred to herein as the "Services".

Authority hereby engages the Engineer and the Engineer hereby accepts its engagement for the purpose of providing to Authority the engineering services that are more particularly described in the "Scope of Services" set forth in Attachment A to this Contract and in the "Tasks" set forth in Attachment One to this Contract, both of which are incorporated herein by reference.

**2. DESCRIPTION OF PROFESSIONAL SERVICES TO BE PROVIDED BY ENGINEER:** Engineer will perform the professional services described in Attachment A and Attachment One hereto, Services will be performed in accordance with generally-accepted standard of care in the State of Texas at the time the services are performed. Engineering designs, reports, drawings and specifications prepared hereunder will be Sealed by a Registered Professional Engineer licensed to practice in the State of Texas and in accordance with applicable provisions of the Texas Engineering Practice Act and Rules of the Texas Board of Professional Engineers.

**3. CONTRACT TERM:** The Effective Date of this Contract shall be the date of the last required signature. This Contract will commence on the Effective Date and expire on December 31, 2016 (the "Initial Term"), or earlier when the Engineer has satisfactorily completed the Services and provided any Deliverables described herein, or as terminated in accordance with terms and conditions for early termination described herein. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Engineer for performance of the Services until Authority engages the Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be set forth herein.

C. Section 8 of the Agreement is amended in its entirety to read as follows:

**8. COMPENSATION:** The compensation to be paid to Engineer for providing the requested services shall be the compensation described in Attachment B or Attachment One hereto, as the case may be, both of which are incorporated herein by reference; provided, however, the total paid to Engineer shall not exceed sixty-eight thousand twenty-one and no/100 dollars (\$68,021.00) during the Initial Term of this Contract. Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

D. This Amendment shall be binding on the successors and assigns of the Parties.



E. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

F. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe “.pdf” file and such facsimile or Adobe “.pdf” file signatures shall be deemed to be the same as original signatures.

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the \_\_\_ day of \_\_\_\_\_, 2016.

PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS

By: \_\_\_\_\_  
John P. LaRue, Executive Director

ALAN PLUMMER ASSOCIATES, INC.

By: Tom Hegemier  
Name: Tom Hegemier, P.E.  
Title: Senior Project Manager

Digitally signed by Tom Hegemier  
DN: cn=Tom Hegemier, o=APAI, ou=Water,  
email=thegemier@apalenv.com, c=US  
Date: 2016.05.27 12:40:31 -05'00'



May 27, 2016

Mr. Steven Ashley  
Port of Corpus Christi Authority  
222 Power St.  
Corpus Christi, TX 78401

Re: Stormwater System Quality Improvements – Maintenance Facility  
Engineering Services Proposal – Change in Service  
Plan Modifications and Construction Phase Services

Dear Steven:

Per our conversations, Alan Plummer Associates, Inc. (APAI) is pleased to present this proposal to provide professional engineering services to modify the building downspout water quality treatment system and provide construction phase services when requested.

#### WORK APPROACH

The following tasks are proposed to provide the above mentioned services:

#### Tasks

1. Revise the downspout treatment system:
  - a. Delete the existing downspout design details from the construction plans.
  - b. Modify the site plan including bollard removal.
  - c. Verify roof flow rate and appropriate FloGard size.
  - d. Coordinate with a gutter and downspout manufacturer to determine the most cost effective approach to transition from the downspout to the FloGard system.
  - e. Coordinate with the FloGard system supplier to verify appropriate technique and building structural requirements to support the FloGard system on the building exterior.
  - f. Coordinate with Port of Corpus Christi Authority (PCCA) staff to verify existing building structural capability.
  - g. Add the FloGard system details to the construction plans.
  - h. Submit the plans for review along with the other revisions for review and comment.
  - i. Respond to PCCA staff comments regarding the FloGard system.
  - j. General coordination and communication with PCCA staff.
2. Construction Phase Services:
  - a. Perform two construction observation evaluations during the project construction.
  - b. Perform a final project inspection to verify project compliance with the construction plans.
  - c. Provide a construction compliance letter to PCCA staff once the contractor has responded to any/all comments.
  - d. This task includes one trip for the Project Manager from Austin to the Port. We will rely on our Corpus Christi staff to perform two construction observation site visits, thus, a total of three site visits.



Mr. Steven Ashley  
Page 2  
May 27, 2016

**GENERAL UNDERSTANDING OF WORK**

In preparing this proposal, APAI has made the following assumptions:

- > APAI will not perform construction phase services unless PCCA provides written notification to proceed.
- > This proposal does not include providing responses to the contractor for request for information or review of shop drawings. If the PCCA would like this service, APAI can prepare a proposal for this work.

**ENGINEERING SERVICES FEE**

APAI will perform the above described additional services on a time and materials basis per Exhibit B (Hourly Fee Schedule) of the Professional Engineer Services Contract dated June 16, 2015 with the Port of Corpus Christi Authority, up to the budget estimate of \$4,076.00 for Task 1 (Downspout Treatment System) and \$7,912.00 for Task 2 (construction phase services). APAI will not exceed this budget estimate without prior client approval.

**SCHEDULE**

Upon receipt of a signed contract amendment, we can begin work within one week and estimate it will take approximately one week to perform Task 1. Construction phase services would begin as requested by the PCCA staff and construction observations would take place in accordance with the construction schedule.

If this scope and budget meet with your approval, please let me know the next steps to initiate the contract revision process. APAI sincerely appreciates the opportunity to perform this work. If you have any questions, please contact me at 512.496.6823.

Sincerely,

Alan Plummer Associates, Inc.  
TBPE Firm No. F- 13

**Tom  
Hegemier**

Digitally signed by Tom Hegemier  
DN: cn=Tom Hegemier, o=APAI,  
ou=Water,  
email=thegemier@apalenv.com, c=US  
Date: 2016.05.27 12:43:02 -05'00'

Tom Hegemier, P.E., D. WRE  
*Sr. Project Manager*  
*Stormwater Practice Leader*  
[thegemier@apalenv.com](mailto:thegemier@apalenv.com)

Attachments

Cost Breakdown Estimate

Task #	Task Description	Principal	Sr. Project	Project	Senior	Admin	Cost	Expenses	Task Cost
		\$260/hr	Manager	/Scientist	Technician				
1	Revise Downspout Treatment System Design, drafting, respond to PCCA comments, coordination with PCCA staff	1	8	2	16		\$4,076		\$4,076
2	Construction Phase Services Perform three construction observations and coordinate with PCCA staff to prepare construction compliance letter		20	24	4		\$7,612		
	Total Hours	1	28	26	20	0			
	Mileage and reimbursables							\$300	\$7,912
	Total Cost								\$11,988

**DATE:** June 21, 2016

**TO:** Port Commission

**FROM:** Tyler Fuhrken, Director of IT  
885-6150  
[Tyler@pocca.com](mailto:Tyler@pocca.com)

**AGENDA ITEM NO. 19-I**

**Approve Purchase of Three Servers from Dell and One EMC SAN, Two Cisco Switches and VMware Software from Sigma in the Total Amount of \$220,410.36 with a PCCA Match of \$55,102.59 as Part of the Security Equipment Upkeep Project (Security Grant 14)**

**SUMMARY:** Staff requests authority to issue a Purchase Order to Dell, for the purchase of three servers. Staff also requests authority to issue a Purchase Order to Sigma, for the purchase of one EMC Storage Area Network (SAN), two Cisco network switches and VMware software. Both purchases are through the Texas Directory of Information Resources (DIR) Cooperative Contracts Program.

**BACKGROUND:** Port PD utilizes their own dedicated data center where all security systems, security networks and camera infrastructure operates. The existing design contains 38 physical servers installed in racks inside the PD data center. Each of these servers are nearing end of life status. Replacement of all existing servers would cost \$250,000 to \$300,000.

Approval of the proposed project would only require three physical servers. The servers are virtualized allowing for all 38 existing servers to operate on three physical servers. Server virtualization is a proven technology which Port business data centers utilize. This technology provides greater resiliency and recovery capabilities, reduces costs for power and cooling and reduces the total cost of ownership by requiring less hardware maintenance. Storage for the virtualized servers is provide by an EMC VNX 5200 SAN. The SAN is configured to store Port PD's approximately 60 Terabytes of data and allows for future expansion when needed.

**ALTERNATIVES:** Alternative technologies are not recommended. Cloud or other hosted solutions will not work as PD systems must be located where existing fiber infrastructure terminates. Replacement of existing physical servers is cost prohibitive and is based on dated technology.

**CONFORMITY TO PORT POLICY:** DIR's Cooperative Contracts Program is a streamlined cooperative purchasing program with over 750 Master Contracts for technology products and services. All Master Contracts awarded by DIR have been competitively bid to meet state purchasing requirements, and all Master Contract terms have been negotiated to comply with state law. PCCA is eligible to buy through DIR as a political subdivision of the state.

**EMERGENCY:** None.

**FINANCIAL IMPACT:** This purchase is eligible for funding through the Port Security Grant 14 Security Equipment Upkeep Project. This grant requires a 25% match; therefore, PCCA will be responsible for \$55,102.59 of the total purchase amount. These grant funds expire in August 2016.

**STAFF RECOMMENDATION:** Staff recommends a Purchase Order be issued to Dell, in the amount of \$31,611.66 for the purchase of three servers through Texas DIR contract DIR-SDD-1951. Staff also recommends a Purchase Order be issued to Sigma, in the amount of \$188,798.70 for the purchase of one EMC SAN, two Cisco switches and Vmware software through Texas DIR contract DIR-TSO-2634. PCCA will be responsible for \$55,102.59 of the total purchase amount.

**DEPARTMENTAL CLEARANCES:**

Originating Department	Security/IT
Reviewed and Approved	Tyler Fuhrken Security Committee
Legal	Dane Bruun
Executive Staff	John LaRue Sean Strawbridge

**LIST OF SUPPORTING DOCUMENTS:**

Dell Quotation  
Sigma Quotation  
Sigma Statement of Work



**QUOTATION**

Quote #: 729701033  
 Customer #: 1523898  
 Contract #: 42AFU  
 Customer Agreement #: DIR-SDD-1951  
 Quote Date: 06/03/2016  
 Customer Name: PORT OF CORPUS CHRISTI AUTHORI

Date: 6/3/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

**Sales Professional Information**

<b>SALES REP:</b>	DANIEL MOLINARI	<b>PHONE:</b>	1800 - 4563355
<b>Email Address:</b>	<a href="mailto:Daniel.Molinari@Dell.com">Daniel.Molinari@Dell.com</a>	<b>Phone Ext:</b>	7238486

**GROUP: 1 QUANTITY: 3 SYSTEM PRICE: \$10,405.96 GROUP TOTAL: \$31,217.88**

Description	Quantity
PowerEdge R730 Server (210-ACXU)	3
PowerEdge R730/R730xd Motherboard (591-BBCH)	3
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a> (951-2015)	3
Dell Hardware Limited Warranty Plus On Site Service (976-8706)	3
ProSupport Plus: 7x24 Next Business Day Onsite Service, 3 Year (976-8728)	3
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance,3 Year (976-8729)	3
On-Site Installation Declined (900-9997)	3
US Order (332-1286)	3
On-Site Installation Declined (900-9997)	3
Declined Remote Consulting Service (973-2426)	3
PowerEdge R730 Shipping (340-AKKB)	3
R730/xd PCIe Riser 2, Center (330-BBCO)	3
R730 PCIe Riser 3, Left (330-BBCQ)	3
R730/xd PCIe Riser 1, Right (330-BBCR)	3
Broadcom 5719 QP 1Gb Network Interface Card (540-BBCW)	6

Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW)	3
iDRAC8 Express, integrated Dell Remote Access Controller, Express (385-BBHN)	3
Chassis with up to 8, 2.5" Hard Drives (350-BBEN)	3
Bezel (350-BBEJ)	3
Performance BIOS Settings (384-BBBL)	3
RAID 1 for H330/H730/H730P (2 HDDs or SSDs) (780-BBJU)	3
PERC H330 Integrated RAID Controller (405-AAEF)	3
SanDisk DAS Cache, 90 Day Trial License (632-BBDC)	3
Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 1866MHz (338-BFFU)	3
Upgrade to Two Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) (374-BBHD)	3
16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG)	72
2133MT/s RDIMMs (370-ABUF)	3
Performance Optimized (370-AAIP)	3
300GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (400-AJPK)	6
Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd (631-AAJG)	3
DVD+/-RW, SATA, Internal (429-AAPS)	3
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	3
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS)	3
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	6
No Operating System (619-ABVR)	3
No Media Required (421-5736)	3
DIMM Blanks for System with 2 Processors (370-ABWE)	3
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	3
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	3



<b>*Total Purchase Price:</b>	<b>\$31,217.88</b>
<b>Product Subtotal:</b>	\$31,217.88
<b>Tax:</b>	\$0.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS

(\* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

**Terms of Sale**

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale ([www.dell.com/CTS](http://www.dell.com/CTS)), which incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

If this purchase is intended for resale: Dell's Reseller Terms of Sale ([www.dell.com/resellerterms](http://www.dell.com/resellerterms)).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms ([www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### **Additional Terms for Public Customers**

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

### **Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to PORT OF CORPUS CHRISTI AUTHORITY for the purpose of this proposal is to be considered confidential information belonging to Dell.

**About Dell**

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit [www.dell.com](http://www.dell.com).

**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).



500 W Overland  
 Suite 260  
 El Paso, TX 79901  
 Phone: 915-400-2035 Fax: 915-533-8146

Quotation

Date	Quote #	Cust #
06/03/16	SSIQ37032-04	

Texas DIR Contract #DIR-TSO-2634

Sold To:	Ship To:	Sales Representative:
Bland Chamberlain Port of Corpus Christi Auth. 222 Power Street Corpus Christi, TX 78401 United States (361) 885-6146 bland@pocca.com	Bland Chamberlain Port of Corpus Christi Auth. 222 Power Street Corpus Christi, TX 78401 United States (361) 885-6146 bland@pocca.com	<b>Ed Loveless</b> Account Executive eloveless@sigmasolinc.com 210-387-3111

Item #	Part #	Description	Qty	Unit Price	Ext. Price
1		VN5200 Hardware			
2	VNX52DP92510F	VNX5200 DPE 25X2.5"DR-25X900G10K-FLD I	1	\$10,704.17	\$10,704.17
3	VNXB6GSDAE15F	VNXB 15X3.5 6G SAS EXP DAE-FIELD INST	1	\$1,618.29	\$1,618.29
4	VNXB6GSDAE25F	VNXB 25X2.5 6G SAS EXP DAE-FIELD INST	1	\$2,292.68	\$2,292.68
5	V4-2S10-900	VNX 900GB 10K SAS 25X2.5 DPE/DAE	20	\$596.34	\$11,926.80
6	FLV42S6F-200	VNX 200GB FAST CACHE 25X2.5 DPE/DAE	3	\$1,880.08	\$5,640.24
7	V4-VS07-030	VNX 3TB NL SAS 15X3.5 DAE	9	\$630.49	\$5,674.41
8	C13-250V-ULCSA	250V PWR CRD C13 TO 6-15P UL/CSA	1	\$0.00	\$0.00
9	INTCAB-PWRCRD	C14-toC13 1METER INTERNAL CAB PWR CORDS	8	\$2.44	\$19.52
10	VNX52-KIT	VNX5200 Documentation Kit=IC	1	\$0.00	\$0.00
11	VSPBM8GFFEA	VNXB 4 PORT 8G FC IO MODULE PAIR	1	\$1,713.41	\$1,713.41
12	PTS-MMEM	Partner Support - ENHANCED HARDWARE WARRANTY	1	\$0.00	\$0.00
13	PTS-MMEM	Partner Support - PREMIUM HW SUPPORT-WARR UPG	1	\$3,115.29	\$3,115.29
<b>SubTotal</b>					<b>\$42,704.81</b>



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# Quotation

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06/03/16	SSIQ37032-04	

Texas DIR Contract  
 #DIR-TSO-2634

Item #	Part #	Description	Qty	Unit Price	Ext. Price
14		VNX5200 Licensing			
15	VNX5200-ESSPCK	VNX5200 SOFTWARE ESSENTIALS PACK=IC	1	\$7,469.51	\$7,469.51
16	PTS-MMEM	Partner Support - PREMIUM SW SUPPORT	1	\$1,987.19	\$1,987.19
17	VNXBOECAPT B	VNX OE CAPACITY TIER PER TB FOR VNX=IC	27	\$123.17	\$3,325.59
18	PTS-MMEM	Partner Support - ENHANCED SOFTWARE WARRANTY	1	\$0.00	\$0.00
19	PTS-MMEM	Partner Support - PREMIUM SOFTWARE SUPPORT- WARRANTY UPG	1	\$0.00	\$0.00
20	VNXBOEPERFT B	VNX OE PERF TIER PER TB FOR VNX=IC	18	\$337.80	\$6,080.40
21	PTS-MMEM	Partner Support - ENHANCED SOFTWARE WARRANTY	1	\$0.00	\$0.00
22	PTS-MMEM	Partner Support - PREMIUM SOFTWARE SUPPORT- WARRANTY UPG	1	\$0.00	\$0.00
23	VNX5200-OE	VNX OE LICENSE VNX5200=IC	1	\$0.00	\$0.00
24	VNX5200-UNISB	VNX5200 UNISPHERE BLOCK SUITE=IC	1	\$3,274.39	\$3,274.39
25	PTS-MMEM	Partner Support - PREMIUM SW SUPPORT	1	\$3,809.15	\$3,809.15
<b>SubTotal</b>					<b>\$25,946.23</b>
26		DS-300B Fiber Switch			
27	C13-PWR-12	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE	2	\$0.00	\$0.00
28	DSBRK40-FD-B	DSB SWITCH CLAR FIELD 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	DS300B-8G8PU	DS-300B 8G 8PORT UPGRADE KIT	2	\$1,362.00	\$2,724.00
31	W-ENHHW-001	ENHANCED HARDWARE WARRANTY	1	\$0.00	\$0.00
32	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	1	\$0.00	\$0.00



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Texas DIR Contract  
 #DIR-TSO-2634

Item #	Part #	Description	Qty	Unit Price	Ext. Price
		<b>SubTotal</b>			<b>\$7,175.22</b>
33		Running SubTotal			\$75,826.26
		<b>POCC-RecoverPoint</b>			
34	VNX-RPHW7-G5T	RPA GEN5-TAA FOR VNX UM DC	2	\$8,290.24	\$16,580.48
35	C13-PWR-12	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE	4	\$0.00	\$0.00
36	PTS-MMEM	Partner Support - PREMIUM HARDWARE WARRANTY	1	\$0.00	\$0.00
37	RP-LNX-GPL	RECOVERPOINT LINUX GPLV3 DISTRIBUTION	1	\$0.00	\$0.00
38	458-000-219	RP/SE TO RP/EX REMOTE PRODUCT	1	\$0.00	\$0.00
39	456-104-642	RP/SE TO RP/EX REM UG V51 CX=IC	1	\$3,081.50	\$3,081.50
40	PTS-MMEM	Partner Support - PREMIUM SOFTWARE SUPPORT	1	\$758.89	\$758.89
41	RP-LNX-GPL	RECOVERPOINT LINUX GPLV3 DISTRIBUTION	1	\$0.00	\$0.00
42	458-000-219	RP/SE TO RP/EX REMOTE PRODUCT	1	\$0.00	\$0.00
43	456-105-073	RP/SE TO RP/EX REM UG V52 = IC	1	\$3,272.63	\$3,272.63
44	PTS-MMEM	Partner Support - PREMIUM SOFTWARE SUPPORT	1	\$1,652.22	\$1,652.22
45	RP-LNX-GPL	RECOVERPOINT LINUX GPLV3 DISTRIBUTION	1	\$0.00	\$0.00
46	458-000-219	RP/SE TO RP/EX REMOTE PRODUCT	1	\$0.00	\$0.00
47	456-105-073	RP/SE TO RP/EX REM UG V52 = IC	1	\$3,272.63	\$3,272.63
48	PTS-MMEM	Partner Support - PREMIUM SOFTWARE SUPPORT	1	\$1,652.22	\$1,652.22
		<b>SubTotal</b>			<b>\$30,270.57</b>
49		Running SubTotal			\$106,096.83



500 W Overland Suite 260 El Paso, TX 79901 Phone: 915-400-2035 Fax: 915-533-8146

Quotation

Table with 3 columns: Date, Quote #, Cust #. Values: 06/03/16, SSIQ37032-04, [blank]

Texas DIR Contract #DIR-TSO-2634

Main item table with columns: Item #, Part #, Description, Qty, Unit Price, Ext. Price. Includes subtotals for items 50-57, 58-61, and 62-65.



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# Quotation

Date	Quote #	Cust #
06/03/16	SSIQ37032-04	

Texas DIR Contract  
#DIR-TSO-2634

Item #	Part #	Description	Qty	Unit Price	Ext. Price
66	STACK-T1-50CM	50CM Type 1 Stacking Cable	2	\$0.00	\$0.00
67	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	2	\$0.00	\$0.00
<b>SubTotal</b>					<b>\$7,587.00</b>
68	852-LL2-009	QUIKTRON 852-LL2-009 LC-LC 3M, OM3 PATCH CORD	18	\$10.89	\$196.02
69	SSEM	Professional Services - SAN-0564b	1	\$19,450.00	\$19,450.00
70	EXP	Estimated Expenses - Actual will be billed	1	\$3,535.00	\$3,535.00
71	EMC FREIGHT	FREIGHT	1	\$471.41	\$471.41

**Total                    \$188,798.70**



Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ PO: \_\_\_\_\_

<b>Quote #</b>
SSIQ37032-04

- \* 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.

**VNX5200**

Statement of Work No. SAN-0564f

**Texas DIR Contract #DIR-TSO-2634**

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By and Between

Port of Corpus Christi Authority  
PO Box 1541  
Corpus Christi, TX 78403  
Attention: Tyler Fuhrken  
tyler@pocca.com

And

Sigma Solutions  
500 W. Overland Drive, Ste. 260  
El Paso, TX 79901  
Phone: 915-533-8120  
Fax: 915-533-8146

Submission Date: 6/3/2016

## **EXECUTIVE SUMMARY**

### **PROJECT OVERVIEW**

Port of Corpus Christi Authority (“**Customer**”) hereby engages Sigma Solutions (“**Sigma**”) to perform the services specified herein (the “**Services**”).

### **PROJECT GOALS**

The Customer goals for this project are to install a VNX5200, VSS and two (2) Brocade 8GB switches.

### **TECHNICAL SUMMARY**

Sigma will install, cable, and configure a new EMC VNX5200 storage array and two (2) Brocade DS300 switches at the Police Department (PD) site. Sigma will perform:

- Upgrade RecoverPoint to RP/EX at both Production and DR
- Rack and cable two (2) DS300 switches at PD
- Install and cable VNX5200
- Install two RecoverPoint at PD and replicate to DR
- Install three (3) ESXi hosts, vCenter, SRM and conduct testing
- Zone hosts to VNX5200
- Install VSS
- Rack two (2) network switches
- Provide documentation.

## **STATEMENT OF WORK**

### **PROJECT OUTLINE**

The project will consist of the following tasks as outlined in the phase below.

- i. **Project Initiation Phase**
  1. Conduct a kick-off meeting with Customer’s team to review the project plan
  2. Review the SOW, establish mutual expectations for delivery of this service, and agree on roles and responsibilities

3. Review project methodology, including milestones, communications, risk and issue tracking, action items, and reporting

**ii. Planning & Design Phase**

1. Discovery & design
2. Conduct design review meeting
3. Document and validate findings with Customer
4. Obtain Customer design approval to continue to the Execution Phase

**iii. Execution Phase**

1. Production
  - a) Upgrade RecoverPoint to RP/EX and license
2. DR
  - a) Upgrade RecoverPoint to RP/EX and license
  - b) Configure Replication from PD to DR
  - c) Configure target storage for replication from PD
3. PD
  - a) Physically install and cable VNX5200
  - b) Initialize array, update code and add enablers
  - c) Configure VNX5200 storage pool(s) and FAST features
  - d) Zone hosts to VNX5200 storage (Maximum of 5 hosts)
  - e) Create LUNs and present to VNX5200 hosts
  - f) Configure email home or register with existing ESRS Gateway
  - g) Rack and cable two (2) DS300 switches
  - h) Configure two (2) DS300 switches
  - i) Rack, cable and power up two (2) RPAs
  - j) Configure RPA networking
  - k) Install RecoverPoint/EX on two (2) RPAs
  - l) Add RP cluster to RecoverPoint and license
  - m) Provision storage for up to three (3) hosts
  - n) Configure up to three (3) RecoverPoint protection groups
  - o) Configure target storage for replication from DR
  - p) Physically install and cable VSS
  - q) Initialize VSS and connect to fabric (Does not include configuring the Surveillance hosts)
  - r) Build vCenter server VM

- s) Install ESXi on up to three (3) hosts
- t) Install SRM on PD vCenter Server
- u) Configure SRM mappings
- v) Add SRA to VNX5200
- w) Create test VM
- x) Test SRM failover with test VM
- y) Rack two (2) network switches and configure management IP

**iv. Project Closeout Phase**

1. Create As-Built documentation describing the deployment and provide to the Customer
2. Conduct a knowledge transfer session (Not to exceed two (2) hours in duration.)
3. Deliver Customer acknowledgement and obtain signoff

**PROJECT EXCLUSIONS / OUT OF SCOPE ACTIVITIES**

- Remediation of existing issues
- Extensive documentation such as run books or step by step installation instructions
- Knowledge transfer
- Changes in RPA or SRM policies
- Configuration of network switches
- Migration of data

**SUMMARY OF DELIVERABLES PROVIDED**

**Deliverable 1: As-Built Documentation**

**GENERAL INFORMATION**

The Professional Services may be performed on the Customer equipment located at the Customer sites (the "Customer Site") specified below:

- Production  
222 Power Street  
Corpus Christi, TX 78403
- DR  
Across parking lot from Production
- PD  
Police department

## SCHEDULE

This project will begin on a date that is mutually agreeable to Sigma and the Customer.

## ASSUMPTIONS

In order to identify and estimate the required tasks and timing for this engagement, certain assumptions need to be made. Based on our current knowledge, the engagement assumptions are identified in the following sections: “**Project Assumptions**”, “**Technical Assumptions**” and “**Standard Assumptions**”. If an assumption is invalidated at a later date, then the activities and estimates in the engagement plan should be adjusted accordingly.

### GENERAL PROJECT ASSUMPTIONS

- Customer will appoint a project sponsor to oversee the direction of this project. The appointed project sponsor will have decision-making authority over all aspects of the project, including facilitating commitment of Customer resources and employees, decisions regarding scope management, and issue or conflict resolution.
- Customer understands the success of this project is dependent on the participation of Customer employees: attending facilitated workshops, sharing information, and collecting data as needed to support project activities. Customer understands the need to review interim and final deliverables and report acceptance or discrepancy to Sigma according to the project schedule set forth at the project kickoff.
- Customer will provide adequate, co-located workspace for the engagement participants (both Sigma and Customer resources) with the appropriate system level access.
- Customer will provide network connectivity and Internet access to Sigma as needed.
- Customer will provide elevated network and system credentials prior to arrival.
- Any service, process, product or procedure that is not explicitly and clearly stated in this “Statement of Work” is outside the scope of work.
- This SOW is based on discussions with the Customer and does not take into account any changes to the environment made by the customer or any third parties since its writing. If a significant change has occurred in this period, a change order may be required to account for these changes.
- If remote access is required for this project, limited access to the Customer’s environment (i.e. copilot via remote session) the estimated project hours may increase by approximately 20%.

### TECHNICAL ASSUMPTIONS

- All work will be performed during normal business hours.
- Customer will:
  - Provide information for worksheet.
  - Ensure sufficient space, power and cooling are available.
  - Be responsible for any configuration of network switches.
  - Supply ESRS credentials or configure SMTP.
  - Supply RecoverPoint/EX license keys provided by EMC.
  - Provide HBAs and FC cables as required.
  - Provide storage requirements.
  - Provide user accounts and license keys required for vCenter.
  - Provide SRM license keys.
  - Provide OS license keys for VMs as required.
- Assumes connectivity from Production to PD to DR is configured.
- Initializing array, update code and add enablers requires connectivity to same subnet as array and internet.
- Total amount of LUNs created on the VNX 5200 will be equal to current amount of LUNs on the VNX5100.

- New fabric will match existing fabric. May require DR outage during cut-over to new fabric.
- Sigma will deliver a single knowledge transfer session, limited to 2 hours, to describe the configuration changes. The session will not be a substitute for formal classroom training. The appropriate customer staff will be available for the session, as subsequent knowledge transfer sessions will be billed as a change request.

## STANDARD ASSUMPTIONS

### Standard Software Assumptions

- Software specifications are not included in this SOW. Unless specifically addressed in this SOW, it is assumed that all software required to complete the Services will be on location prior to the start of Services. Sigma may, at its discretion, provide any additional software not already in use.
- The Sigma representative will have access to all software required to perform the Services specified in this SOW.
- Pursuant to software required for the completion of Services, it is assumed that all original product documentation will be available prior to the start of Services.
- The Sigma representative will have access to the necessary passwords, including root access, to all systems required to successfully complete the Services.
- Unless otherwise specified in this SOW, it is Customer responsibility to ensure that complete backups of any data have been made prior to the commencement of Services. Sigma assumes no responsibility for lost data.

### Standard Personnel Assumptions

- Any personnel designated for skills transfer will be available on the schedule agreed upon between Customer and Sigma during the engagement.
- The Services shall be performed in a skilled and workmanlike manner. Sigma shall assign only those employees or subcontractors who have the requisite experience, knowledge, training, and capability to provide the Services hereunder. If at any time Customer determines that an assigned individual can no longer contribute toward the successful completion of the Services, Customer may request Sigma to immediately dismiss the individual from performing the Services and to supply a replacement with equal or better credentials within a reasonable time period.
- Continuously, without interruption, while on Customer premises, Sigma and its personnel shall observe Customer rules and regulations with respect to conduct, health and safety and protection of persons and property.

### Engagement Prerequisites

Following are the prerequisites that must be performed by Customer to allow Sigma to successfully begin this engagement.

- Sigma is provided with a completed and signed copy of this SOW from Customer.

**FEES AND EXPENSES**

**ENGAGEMENT PRICING**

This SOW is prepared as Fixed Price billing

<b>Fixed Price Billing</b>	
<b>Work Description</b>	<b>Total</b>
VNX5200 Implementation	\$19,450.00

**Estimated travel expenses are: \$3,535.00**

**Engagement pricing does not include travel expenses.**

Sigma will bill actual travel expenses for airfare, car rental, hotel, and meals if engineer is located outside the Corpus Christi, TX area.



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**AUTHORIZATION AND ACCEPTANCE**

This Statement of Work is subject to the Terms and Conditions of Texas Contract #DIR-TSO-2634.

**Sigma Solutions**

**Port of Corpus Christi Authority**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

*Upon execution, please submit signed document to [ps\\_operations@sigmasolinc.com](mailto:ps_operations@sigmasolinc.com).*



**DATE:** June 21, 2016  
**TO:** Port Commission  
**FROM:** John LaRue, 885-6189; [john@pocca.com](mailto:john@pocca.com)

**AGENDA ITEM NO. 20**

**EXECUTIVE DIRECTOR'S REPORT**

**Safety Program Monthly Report**

**Safety Program and Initiatives**

**FIRST AID / CPR/ AED**

Placed updated AED devices throughout the Port. Initially trained two employees in every department where new AEDs were placed and opened training to all Port employees. This year we are using a blended learning course through Red Cross that allows employees to work on a computer-based portion at their own pace and then completing the skills portion with the Safety manager at their convenience.

**SELECT INTERNATIONAL**

Safety introduced the SafetyMirror Workshop and 1 on 1 coaching sessions to all of the participating Operations employees. The SafetyMirror Workshop and 1 on 1 coaching sessions will be presented to Admin and Annex employees shortly. Coaching material is currently being utilized in incident/injury investigation and prevention.

**JOB SAFETY ANALYSIS (JSA)**

The JSA process continues to be a focal point of safety. Each department's safety committee member has been given instruction and training to complete JSAs and have been directed to take that information back to their department. Training and instructions are ongoing and completed JSAs are currently being uploaded into our internal documentation system.

## **ON-THE-SPOT PROGRAM**

Our first quarter for the OTS program had good participation. Employees on both the giving and receiving side had positive comments regarding the exchange. This was the first attempt and looking forward to increased results as we begin our second quarter.



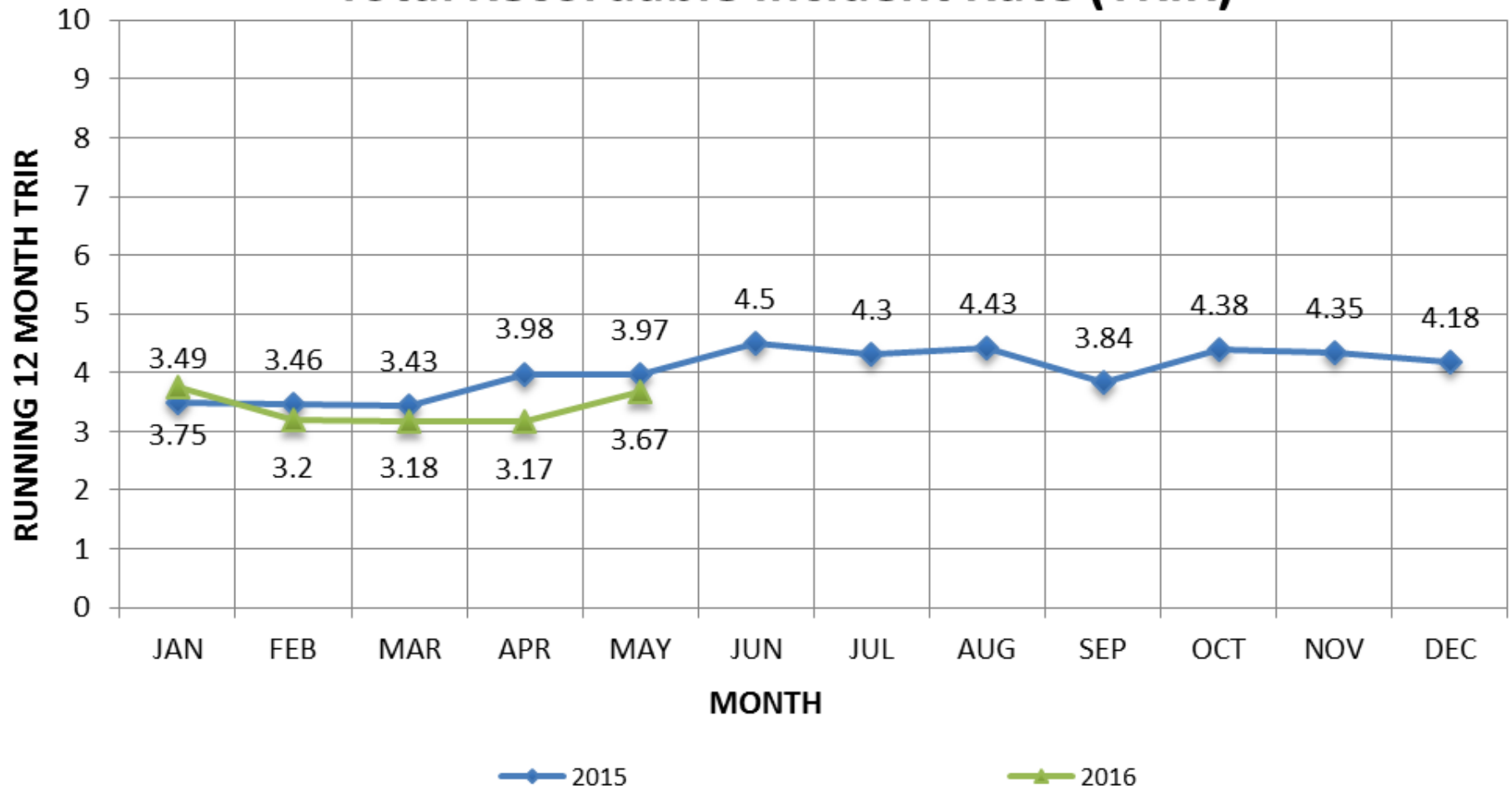
# Port of Corpus Christi Authority

## Monthly Safety Data Report

May 2016

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	200		21		40		50		89	
Work Hours	30,892	150,084	3,624	17,159	6,009	28,685	7,901	39,578	13,359	64,663
First Aid Cases	2	3	1	1	1	1	0	1	0	0
Recordable Injuries	1	2	0	0	1	1	0	0	0	1
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	0	0	0	0	0	0	0	0	0
Number of Days Lost	0	0	0	0	0	0	0	0	0	0
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	2	0	0	1	1	0	0	0	1
INCIDENT RATE (YTD)		2.67		0.00		6.97		0.00		3.09
<b>Types of Injuries</b>										
Slips/Trips/Falls	1	2	0	0	1	1	0	0	0	0
Struck By	2	3	1	1	1	1	0	0	0	1
Strains/Sprains	0	0	0	0	0	0	0	0	0	0
Cuts/Lacerations/Punctures	0	0	0	0	0	0	0	0	0	0
Back Injuries	0	0	0	0	0	0	0	0	0	0
Heat Stress	0	0	0	0	0	0	0	0	0	0
Insect Bites	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0
TOTAL	3	5	1	1	2	2	0	0	0	1
<b>Days Since Last Lost Time</b>										
Days Since Last Lost Time	Hours Since Last Lost Time Case		Days Since Last Recordable Injury/Illness			Hours Since Last Recordable Injury/Illness				
231	1,848		16			128				
<b>Date of Last Lost Time Case</b>										
Date of Last Recordable		<b>12 Month Rolling Average</b>								
Wednesday, October 14, 2015		Monday, May 16, 2016		June 2015 - May 2016:			380,936		Manhours Worked	
		156/223		Total Recordable Incident Rate (TRIR):			3.67			

# 12 MONTH AVG Total Recordable Incident Rate (TRIR)





# SAFETY COMMUNICATIONS



## DID YOU KNOW?

### Behavior Based Safety

Unintentional injuries in the workplace such as falls, motor vehicle crashes and exposures to chemicals or other harmful substances have reached their highest level since 2008, according to National Safety Council analysis of final federal data. In 2014, 4,132 workers died of unintentional injuries an increase of 6% over 2013. This is the first sizable increase in unintentional workplace deaths in 20 years. In that time, 92,533 workers have been killed. Every single worker should make it home, safe and sound to their family.

Certain industries experienced sharper rises in unintentional injuries than others, including the agriculture, forestry and fishing industry, the mining industry, the manufacturing industry and the construction industry.

Older workers also saw a record-high number of fatalities both intentional and unintentional. According to the Bureau of Labor Statistics, there were 1,691 fatalities among workers 55 and older a 4% increase over 2013.

Safety is everyone's responsibility. Both management and workers need to do their part to make safety a personal priority. Together, these elements are part of a greater safety management system. One which aims to continuously identify hazards and reduce risks to an acceptable level thus lessening the likelihood of an incident occurring on the job. National Safety Council. "Unintentional Deaths Since 2008 - NSC News Releases." N.p., 26 Apr. 2016. Web. 19 May 2016.

### **\*\*Safety Incentive\*\***

Call, text or email the Safety Manager or Teresa Bray with why it is important for manager and employees to make safety a priority. Submissions will have their name put into a drawing for a safety incentive. Please be sure to include YOUR NAME!!

MAY SAFETY SUGGESTION WINNER IS: LIZ CANTU



## Safety Suggestions

- Response plan for suspicious odors. **Status: In process**
- To replace soap dispensers with new automatic soap dispensers **Status: Complete**
- Provide better chairs for some PD areas. **Status: Complete**
- All tripping hazards in Air Handler rooms should be painted bright yellow. **Status: In process**
- Upright ladder leading below CD #10 to lift station need to be extended at the top for safer access. **Status: Complete**
- Instructions over shutting off Air Handler to be added to Safety briefing. **Status: In process**
- Fire exit doors should have a small window to view outside. **Status: Researching**
- The new walk way into PD from Hooks field should have restricted parking strips to prevent blockage. **Status: Complete**
- To add a ladder to Oil Dock #10. **Status: In process**
- The 2nd floor emergency exit with ladder is behind a restricted area. All personnel should have access to this exit. **Status: Complete**

**"If there is any opportunity to make this place safer, let's do it."  
-Jacob Peterson**



Picture This!



Port TRIR: 3.17  
2016 Injuries:  
Slips/Trips/Falls = 2  
Struck By = 1  
Strain/Sprain = 0  
Cuts/Lacerations = 0

## COMMUNITY RELATIONS

### INTERNAL & COMMUNITY EVENTS/MEETINGS

- Bring Healthy to the Table Potluck Luncheon (POCCA wellness initiative)
- Mayor's Interagency Meeting
- Dona Park discussion with Sean Strawbridge, Commissioner Mike Pusley and Susie Canales, Co-Founder, Citizens for Environmental Justice
- Toby Globy Eco System: Humberto Almaraz
- Terry Mills, NAACP
- FBI-NAACP meeting (support for a youth summit)
- CCREDC Senior Executive Breakfast meeting
- Junior Achievement honoring community leaders
- Corpus Christi Hispanic Chamber of Commerce Café Y Pan Dulce honoring Jim Bounds
- Texas Association of Mexican American Chamber of Commerce – Woman of Distinction Award presented to Commissioner Barbara Canales, Austin, Texas
- Corpus Christi Hispanic Chamber of Commerce Board of Director's meeting
- American Heart Association "Go Red" Luncheon
- American GI Forum of STX - Education is Our Freedom
- Danielle Converse and Teresa Betzold, internal audit meeting
- Del Mar College Foundation Board of Trustees general meeting
- 2016 Annual Police Memorial Corpus Christi
- Chamber Transition Team meeting
- KEDT Auction (John LaRue, Liz Cantu and POCCA Pride committee volunteers)
- Corpus Christi Chamber of Commerce - Picknicin & Politickin
- Del Mar Small Business Development Center: Susana Martinez
- Cheniere community outreach meeting
- Westside Business Association Board of Director's meeting
- Cinco de Mayor Celebration, Westside Business Association, Heritage Park
- Corpus Christi Hispanic Chamber of Commerce May Executive Board meeting
- Northwest Business Association- Port Presentation
- Communities in Schools Roast & Toast: Chris Adler roasted by: Dr. Mark Escamilla. Mr. Larry Elizondo roasted by: Rosie Collin. Drs. Jerry & Keely Hunsaker roasted by: Senator Juan Hinojosa
- Special Member Preview Reception (Dr. Clotilde P. Garcia - Spanish Colonial Gallery)
- Philip Ramirez, Carmen Arias and Dr. Gilda Ramirez, Corpus Christi Hispanic Chamber of Commerce

- Nu Star NuHope Golf Classic
- Texas A&M Islander Athletic Corporation luncheon
- Corpus Christi Education Foundation-First Family graduation partner
- National Hispanic Institute 4<sup>th</sup> Annual Derby
- Salvation Army Week- Fans for Friends Drive
- Chamber Transition Advisory Team meeting
- March of Dimes “March for Babies”-Rosie Collin, (walker)
- Texas State Aquarium: Texas State Carnival Beach Ball
- Northwest Business Association Port presentation
- Westside Helping Hands Open House
- Ingleside Fire Corps Run/Walk
- South Texas Lighthouse for Blind Rubber Duck Round Up
- Corpus Christi Hispanic Chamber of Commerce Board of Director’s meeting
- CC Montessori Crawfish Boil
- Young Life Fishing Tournament
- Corpus Christi City Council meeting; provided update to City Councilwoman Carolyn Vaughn
- Veterans - Deactivation Ceremony
- Chamber Transition Advisory Team Meeting

#### **HILLCREST/WSHINGTON COLES ACQUISITION & RELOCATION PROGRAM**

- Weekly Staff Meetings, Hillcrest Program
- Federal Highway Administration/Hillcrest conference call
- Hillcrest: Conference Call - Answers to Legal Questions
- Meet & Greet with Del Richardson sponsored by NAACP and Corpus Christi Hispanic Chamber of Commerce (Oveal Williams Senior Citizen’s Center)
- Citizen’s Alliance for Fairness and Progress/DRA meeting
- DRA Hillcrest /Washington Coles Program Workshop (Oveal Williams Senior Citizen’s Center)
- Hillcrest Washington Coles Neighborhood Action Plan meeting
- Hillcrest Washington Coles Neighborhood Action Plan meeting (Elizabeth Norris)
- Hillcrest Buyout Neighborhood Action Plan meetings (TxDot)
- Community Advisory Board (TxDOT)
- Visit to Hillcrest/Washington Coles Voluntary Acquisition Relocation worksite
- Hillcrest resident, Ron Navarro and Commissioner Barbara Canales meeting
- Hillcrest Washington-Coles Voluntary Real Estate Acquisition and Relocation Program Conference Call
- DRA Hillcrest /Washington Coles Program Workshop for residents (Oveal Williams Senior Citizen’s Center)
- DRA Hillcrest /Washington Coles Program Workshop for tenants (Oveal Williams Senior Citizen’s Center)



- DRA Hillcrest /Washington Coles Program Workshop for business owners (Oveal Williams Senior Citizen's Center)
- DRA Hillcrest/Harbor Bridge Project Weekly Conference Call

### **2016 Annual Police Memorial Corpus Christi**

Pictured below: Sean Strawbridge, Chief Tom Mylett, John LaRue and James Saavedra, Jr.



## COMMUNICATIONS

### MAY STAFF & EMPLOYEE EVENT

- Reviewed 2016 Marketing Plan and Creative
- Various PMOP Positive Engagement Campaign meetings
- Various Harbor Bridge Acquisition & Relocation Program related meetings
- Port Commission Mtg.
- Wellness Committee meetings and Luncheon
- CVB monthly meeting
- VCS Board Meeting
- Visit with voestalpine officials
- Planning of upcoming tradeshow and conferences such as LNG Americas, Breakbulk, ALACAT.
- Planning TX St Aquarium Summer camp
- Supported visit of delegation from Bolivia

### MULTIMEDIA COVERAGE FOR MAY:

- NEW MEDIA MARKETING MANAGEMENT
  - PortOfCorpusChristi.com
    - Our Broadcasts/SEACASTS news feed stories are original content; written to inspire organic growth with search engines.
    - [Deepening the Corpus Christi Ship Channel is Vital for the Future of the Port and the Region](#)
    - [Commerce and Investment Updates for International Press](#)
  - Website Analytics (May 1 – 31, 2016)
    - 13,828 Sessions
    - 29,438 Page Views
    - 7,257 Unique Users

- User Profiles

<b>Country</b>	<b>Sessions</b>	<b>% Sessions</b>
United States	12,823	92.73%
Mexico	100	0.72%
India	88	0.64%
Canada	61	0.44%
United Kingdom	61	0.44%
Brazil	42	0.30%

- Top Traffic Sources

<b>Source</b>	<b>Sessions</b>	<b>%New Sessions</b>
Organic Search	6,521	51.92%
Direct	5,718	32.65%

Referral	977	43.50%
Social	344	71.80%
Other	266	69.17%
Email	1	0.00%
Display	1	0.00%

- SOCIAL MEDIA – (May 1 – 31, 2016)
  - Facebook
    - 4,487 Likes
    - 17 New Likes
    - 23,820 Total Reach (Organic)
  - Twitter
    - 1,423 Followers
    - 48 New Followers
    - 9,047 Impressions (Organic)

#### **MEDIA ADVISORIES/PRESS RELEASES**

- [Port Corpus Christi Sponsors AMBUCS in Support of Local Six Year Old Quadriplegic Cerebral Palsy Patient](#)
- [I-69 Supporters Urge Funding of FASTLINE Grants for I-69 Projects](#)

#### **MEDIA MENTIONS/WEB STORIES (May 1 – 31, 2016)**

- 32 Mentions (See attached PortCCNewsAndSocial-5-2016)

#### **PHOTO | VIDEO | DOCUMENTARY**

- Bolivian Delegation
- Commission Meeting

#### **MEDIA, MARKETING, COMMUNITY AND PUBLIC RELATIONS**

- KIII-tv Interview with Sean Strawbridge
- KIII-tv Interview with Oswaldo from Bolivia
- Hillcrest/Washington Coles meetings
- Coordinate Publication/Release of Employee Newsletter
- Supported all departments preparing presentations and event planning

**MARKETING RECAP- MDR:**

In May, MDR assisted several departments with collateral materials. The FTZ brochure, once a folded brochure, has been condensed into a 2-sided sheet, with FTZ information on one side, and general port information on the other. The Safety Department will be holding a quarterly lunch 'n learn, eblast below. Business Development will be traveling to several conferences this summer. Below is a screenshot of the ALACAT Booth, main wall. We also designed a booth for Expo Carga and Breakbulk Conference. A bid video is in the works to present to ALACAT for Corpus Christi to be the host city in 2017. The video is in final editing stages and a link to the final video will be shared in the June report.

**FOREIGN TRADE ZONE #122**

Foreign Trade Zones are secure areas under supervision of U.S. Customs and Border Protection (CBP) that are considered outside the customs territory of the United States or which special CBP procedures may be used. The Foreign Trade Zone program was created by the United States government to bolster international trade and stimulate the general competitiveness of U.S. border commerce. The program, which was established in the 1950s, continues to thrive and change to better meet the needs of American companies in the global economy.

Foreign and domestic merchandise may be moved into zones for storage, exhibition, assembly, production, and processing without payment of duties, quotas and other import restrictions until the decision is made to enter the goods into the U.S. market. This may offer customs advantages available to overseas producers who compete with domestic industry. This can include lower cost sales or reduced duty payments, improved supply chain flow and favorable competitive conditions in domestic and foreign markets. Foreign Trade Zones must be located within 40 miles or 40 minutes of a U.S. Customs port of entry.

**WHAT ACTIVITIES CAN BE DONE IN A ZONE?**

Production	Exhibit	Refrigeration
Assembly	Display	Repair
Warehousing	Storage	Storage
	Transfer	Transfer

\* Multi-tenant special operations in FTZs based on production.

**HOW CAN YOU BENEFIT FROM THE ZONE?**

**Duty Exemption**  
Customs duties are paid only when goods or merchandise is transformed into U.S. Customs territory and are not paid if the goods are exported to a country outside the United States. This allows companies the ability to keep critical funds available for operating needs, thereby not tied up on the weight of one item consumption in the zone.

**Reduced Duties**  
With zone status, you may be allowed to pay lower duties on goods and products imported or produced within the zone. If the duty rate on a finished product is lower than the rate on the components, you pay the lower rate.

**Exemption Duties**  
Customs duties are exempted on merchandise imported from the zone. No duties are paid on labor overhead, or profit attributed to processing operations in the zone. Duties are paid on in-bound, zone-to-zone transfer of goods and products. Generally, duties are also exempted for imported, processed, delivered or consumed in the zone.

**Exempted Inventory/Ad Valorem Tax**  
Some goods in a zone are considered to be in international status. Goods in a zone are considered to be in international status until they are sold to a U.S. customer. Goods produced in the United States and held in a zone, as well as that produced in the United States for export, are not subject to state and local inventory and ad valorem taxes.

contact with us: [portcc.com](http://portcc.com)

**Safety Lunch 'N Learn eBlast  
Safety Program**

**PORT EMPLOYEES!  
SAVE THE DATE**

**2ND QUARTERLY  
SAFETY LUNCH 'N LEARN**

**GUEST SPEAKER: LARRY WEBB  
SAFETY MANAGER, FLINT HILLS**

**SAFETY RECOGNITIONS**

Wednesday, June 15, 2016  
11:30 a.m. - 1:00 p.m.  
Ortiz Center, 402 Harbor Drive

All employees are encouraged to attend!  
RSVP to Teresa Bray at [tbray@portcc.com](mailto:tbray@portcc.com)

**TEAMWORK • BE AWARE •  
ZERO CHANCES  
PLAY IT SAFE  
PORTCORPUSCHRISTI**

contact with us: [portcc.com](http://portcc.com)

**ALACAT 2016 Booth Design**

**MOVING  
AMERICA'S  
ENERGY**

## MEDIA RECAP: 2016 CAMPAIGN

New ad creative was launched in January 2016. MDR is developing a new website to better connect marketing with the sales team goals.

## ONLINE ADVERTISING - Click-thrus to portofcc.com:

Notes: America Economía's newsletter accounted for 25% of May referral traffic followed by Latin Trade's newsletter with 20%. AAPA banner visitors continue to spend the most time on the site with an average of 8 minutes and also accounts for the most page views with an average of 4 pages viewed per site visit. Overall avg. session lasted 1:06. Top three sites for referral traffic are America Economía (57), Latin Trade (46) and T21 (25)

Mar. '16	Apr. '16	May '16	June '16
aapa-ports.org ajot.com americaeconomia.com breakbulk.com centralamericadata.com expansionsolutionsmagazin e.com globaltrademag.com heavyliftpfi.com joc.com latintrade.com transportjournal.com	aapa-ports.org ajot.com breakbulk.com centralamericadata.com expansionsolutionsmagazin e.com globaltrademag.com Guia Marítimo eNewsletter il-latam.com (Inbound Logistics Latin America) joc.com latintrade.com NACleanEnergy.com transportjournal.com T21.com.mx	aapa-ports.org ajot.com americaeconomia.com breakbulk.com centralamericadata.com expansionsolutionsmagazin e.com globaltrademag.com heavyliftpfi.com joc.com Latin Trade e-Newsletter NACleanEnergy.com seatrade-maritime.com transportjournal.com T21.com.mx	aapa-ports.org americaeconomia.com breakbulk.com centralamericadata.com expansionsolutionsmagazin e.com globaltrademag.com heavyliftpfi.com joc.com Latin Trade e-Newsletter seatrade-maritime.com transportjournal.com T21.com.mx
159	217	234 Through 5-26	TBA

**BUILT ON PARTNERSHIPS**

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Temas 27 de Mayo de 2016 - actualizado: 1:15 pm

Actualidad | Compras de Gobierno | Clasificados | Empresas | Indicadores y Estadísticas | Comunicados | Agenda de Eventos | Contáctenos | Publicidad

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**ACTUALIDAD**

**Citibank ya no financiará la Línea 2 del Metro de Panamá**  
Panamá.com, 26 de Mayo  
El consorcio formado por Odebrecht y la española FCC deberá buscar un nuevo banco que otorgue los fondos que Citibank iba a prestar en la estructura original de financiamiento.  
• Cambio constructora de centro de convenciones en Amador  
• Otro acal a Odebrecht en Panamá

**¿Punto final para hidroeléctrica Tumarín?**  
Anuncio Brasil, 26 de Mayo  
Anuncian que un tribunal en Brasil suspendió el otorgamiento de fondos al proyecto en Nicaragua, argumentando que la situación financiera de Eletrobras no justifica una inversión en el extranjero.  
• Nicaragua: hincapié en el sector energético  
• Corrupción en Brasil y futuro de hidroeléctrica Tumarín

**Certificación de plantas avícolas para exportar a EE.UU.**  
Elmundo.com, 26 de Mayo  
La industria avícola en Nicaragua prevé iniciar las gestiones para obtener la certificación sanitaria de las plantas por parte de Estados Unidos para poder comenzar a exportar carne de pollo.  
• Nicaragua: Perspectivas para la industria avícola  
• Nicaragua: consolidación del sector avícola

**FIJACIÓN DE PRECIOS**  
**Lo que Uber sabe de la fijación de precios**  
CentralAmericaData.COM, 16 de Mayo  
Además de revolucionar el concepto de transporte en las ciudades, Uber también es un ejemplo...

**Contradicciones flagrantes en la banca de Costa Rica**  
CentralAmericaData.COM, 12 de Mayo  
Es difícil de entender y más que tome estado público- que desde un banco estatal nacional.

**Central America Data.com** está contratando:  
**Desarrollador de Software** más info...

**ECONOMÍA**

	GT	SV	HN	NI	CR	PA
<b>Inflación</b>	2.55%	-0.36%	3.49%	5.24%	1.02%	1.94%
<b>Act. Económica</b>	157.6 ₡	211.9 Δ	206.2 Δ	126.8 ₡	309.9 Δ	281.2 ₡
<b>Tipo de Cambio</b>	7.439 ₡	n/d	22.63	28.52 Δ	544.4	n/d

Clic en los números para ver más detalles más índices...

**CONVERSOR DE MONEDAS**

De: Dólar de Estados Unidos | Monto: 1  
A: Colón Costarricense | Total: 537.60

**INFORMACION DE mercados en Centroamérica**

- Estudios de Mercado
- Reportes focales por sector
- Análisis de situación

**RED DE NEGOCIOS**

- En venta plantas de asfalto nuevas marca BDM de EE.UU.
- Equipos de ultrasonido nuevos, usados y reacondicionados
- Se vende representación de camiones, buses y transportes

## **PRINTED ADVERTISING**

<b>Mar. '16</b>	<b>Apr. '16</b>	<b>May '16</b>	<b>June '16</b>
<i>Breakbulk Magazine** Expansion Solutions Mag*</i>	<i>Maritime Executive</i>	<i>WINDPOWER 2016 Show Dir.** Breakbulk Magazine Expansion Solutions* ** N. American Clean Energy**</i>	<i>No print scheduled</i>
Circulation 30,000	22,501	86,000	n/a

*\*Includes full page editorial of Port with photos, negotiated with media Buy.*

*\*\*Distributed at conference – bonus circulation.*

### **AdProbe® Report**

A *Journal of Commerce* AdProbe® Report conducted in March 2016, revealed that Port Corpus Christi's current print advertising is above average. The chart below is a snapshot of the report, showing Port Corpus Christi's scores, and the highest and lowest ranking in our category (Ports & Terminals), and the total averages from the report.

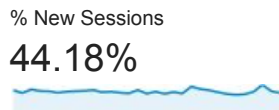
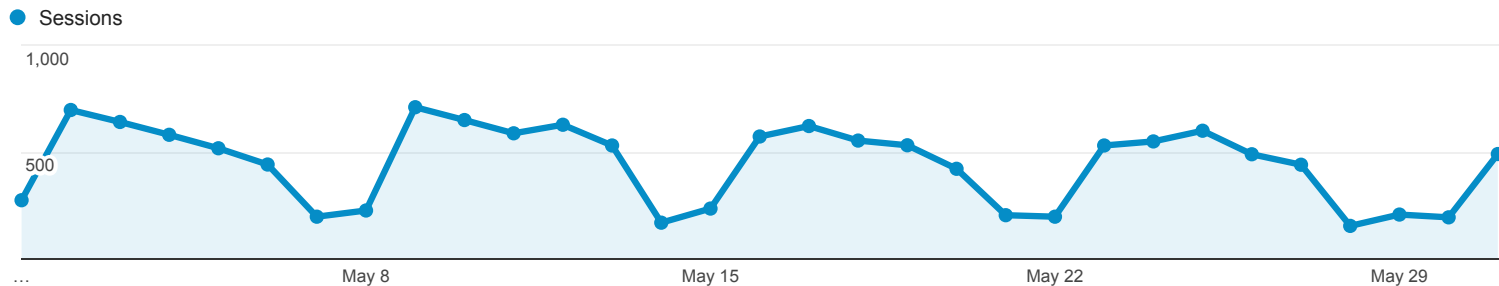
<b>AdProbe® Report</b>	<b>Overall Score</b>	<b>Noticeability (Good &amp; Above)</b>	<b>Content</b>	<b>Viewed Website</b>	<b>Filed for Later</b>	<b>Discussed w/Others</b>	<b>Contacted</b>
Port Corpus Christi	65	57	73	14%	14%	6%	4%
Port of Boston	42	28	56	10%	10%	4%	2%
Port of Baltimore	81	73	88	18%	27%	10%	4%
Total Average (full report)	58	61	54	n/a	n/a	n/a	n/a
Average for 1/2 Pages	50	55	48	n/a	n/a	n/a	n/a

May 1, 2016 - May 31, 2016

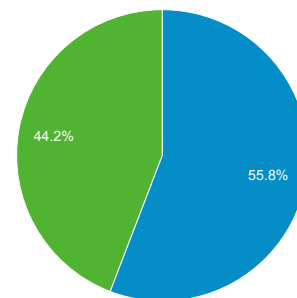
# Audience Overview

All Users  
100.00% Sessions

## Overview



Returning Visitor (Blue) | New Visitor (Green)



Country	Sessions	% Sessions
1. United States	12,823	92.73%
2. Mexico	100	0.72%
3. India	88	0.64%
4. Canada	61	0.44%
5. United Kingdom	61	0.44%
6. Brazil	42	0.30%
7. Spain	40	0.29%
8. Germany	37	0.27%
9. Peru	37	0.27%
10. Colombia	32	0.23%

## GOVERNMENT AFFAIRS

### LOCAL

- Attended Corpus Christi Chamber Government Affairs committee meeting.
- Attended Coastal Bend Council of Governments committee meeting.
- Attended RTA ribbon cutting ceremony.
- Attended various Harbor Bridge meetings.

### STATE

- Attended Lt. Governor's new Senate Select Committee on Ports hearing and provided written remarks.
- Attended Texas Ports Association meeting to discuss upcoming legislative session priorities.
- Hosted Texas Workforce Commissioner and the Governor's Economic Development staff to port for briefing by Chairman Zahn on key issues and port tour.
- Worked with port staff to submit TXDOT/Texas Ports Capital Program projects as required annually by the Texas Legislature.

### FEDERAL

- Held meeting at Port with Congressman Henry Cuellar to provide update on key port priorities/projects.
- Attended WRDA 2016 Roundtable with Congressman Brian Babin hosted by Port of Houston.
- Various meetings and conference calls with consultants to advance our Ship Channel Improvement Project and La Quinta Aids to Navigation.
- Working with congressional offices and consultants to monitor FY 2017-2018 budget, WRDA 2016, Harbor Maintenance Trust Fund, etc.





## MEMORANDUM

**To:** Nelda Olivo  
**From:** Hugo Berlanga  
**Re:** May Report  
**Date:** June 5, 2016

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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 court battle over the constitutionality of the Texas school finance system has finally come to an end. The Texas Supreme Court ruled the system while imperfect is constitutional and urged lawmakers to find a long term solution. In the decision, Justice Don Willett said, "... school children deserve better than serial litigation over an increasingly Daedalan 'system.' They deserve transformation, top-to-bottom reforms that amount to more than Band-Aid on top of Band-Aid." Many lawmakers on both sides of the aisle agreed that the Legislature needs to address the situation and formulate a long term solution.

The Texas Transportation Commission approved the conversion of toll roads to high occupancy vehicle lanes (HOV lanes) in San Antonio. Also, Rep. Joe Pickett (D-El Paso), Chair of the House Committee on Transportation, said the House is committed to remove some tolls off of toll roads.

The Sunset Commission report recommends the Texas Railroad Commission change its name to more adequately describe its true function, oil and gas and that contested cases and gas utility rate cases are moved to the Public Utility Commission.

Governor Abbott has appointed Charles Smith as the new Executive Commissioner for the Health and Human Services Commission and Cecile Young will be promoted from Chief of Staff to Chief Deputy Executive Commissioner.

House incumbents Reps. Wayne Smith (R-Baytown) and Doug Miller (R-New Braunfels) lost their re-election bids. Rep. Miller chaired the House Committee on Special Purpose Districts. Rep. Smith will ask for a recount. Smith lost by 23 votes to attorney Briscoe Cain. In the Republican primary, Lynn Stucky of Denton won the seat of retiring Rep. Myra Crownover (R-Denton), Ernest Bailes will be replacing Rep. John Otto (R-Dayton), and Justin Holland will replace Rep. Scott Turner (R-Frisco). On the Democratic side, Rep. Ron Reynolds (D-Missouri City) won his re-election bid and Barbara Gervin-Hawkins will replace the seat vacated by Rep. Ruth Jones McClendon (D-San Antonio).

In the Senate, Rep. Bryan Hughes (R-Mineola) defeated Rep. David Simpson (R-Longview) and Dr. Dawn Buckingham of Travis County defeated Rep. Susan King (R-Abilene). Buckingham will face Democrat Jennie Lou Leeder to replace retiring Sen. Troy Fraser (R-Horseshoe Bay) in the November general election. Rep. Hughes will take over for the outgoing Sen. Kevin Eltife (R-Tyler); Hughes will be unopposed in the November election.

In the race for Texas Railroad Commissioner, former Rep. Wayne Christian defeated Gary Gates to win the Republican nomination. Christian is considered a big favorite to defeat Democratic candidate Grady Yarbrough.

- Attended a reception for Commissioner Brent Chesney on May 5, 2016;
- Attended a reception for Councilman Michael Hunter on May 16, 2016;
- Attended the PORT Board meeting held on May 17, 2016;
- Attended a DSHS Moreton Building, Public Hearing Facility Dedication ceremony honoring Jerry and Glenda Kane in Austin on May19, 2016.
- Attended a meeting with Rep. Yvonne Davis in Austin on May 25, 2016;
- 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  
Director of Government Affairs, Port of Corpus Christi Authority**

From: Brian Yarbrough and Janiece Crenwelge  
Date: May 31, 2016  
Re: Activities on behalf of Port Corpus Christi during May 2016

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**May 3:** Meeting with Sen. Brandon Creighton and staff regarding activities of the Senate Select Committee on Texas Ports.

**May 4:** Attend and monitor the Senate Select Committee on Texas Ports. The select committee is studying the economic impact that inland waterways, coastal ports, and inland ports have on the state economy, and the impact that the Panama Canal expansion will have on Texas ports.

Meeting with Rep. Larry Gonzales, Chair, Sunset Advisory Commission, regarding Port issues and tentative dates for a Port visit. Rep. Gonzales has expressed interest in making ports a focus of Sunset's review of the Texas Department of Transportation. Meetings with Chuy Gonzalez and Stephen Albright (transportation policy advisors for Gov. Greg Abbott), and Aaron Kocian (transportation policy advisor for Lt. Gov. Dan Patrick). Meeting with Sen. Chuy Hinojosa regarding activities of the Senate Select Committee on Texas Ports.

**May 6:** Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**May 9:** Review and distribution of Commission Chair Charles Zahn's editorial on the importance of the Port channel depth project and the need for the project.

**May 13:** Travel to Corpus Christi for Port tour and workforce briefing with Luke Bellsnyder and Bryan Daniel (Office of Gov. Greg Abbott) and Commissioner Ruth Hughs and Aaron Demerson (Director – Employer Initiatives) from the Texas Workforce Commission.

**May 16:** Attend and monitor for Port issues the House Urban Affairs and House County Affairs joint committee hearing. The committees are studying the effectiveness and efficiency of current programs in Texas, as well as best practices, to determine how to decrease the risk and mitigate the impact of wildfires, floods, and other natural hazards in the wildland-urban interface. The committees are also studying the duties, performance, and jurisdictions of water districts, municipalities, emergency services districts, other similar districts, and state offices like the Fire Marshal and Extension Services. The committee will recommend approaches for hazard mitigation and response to natural disasters.

Meeting with Anne Idsal (Chief Clerk), Kaleb Bennett (Deputy Director), Mark Havens (General Counsel), and Molly Quirk (Government Affairs Director) of the General Land Office regarding Port issues.

**May 17:** Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**May 18:** Meeting with Sen. Robert Nichols, Chair, Senate Transportation Committee, Sen. Kel Seliger, Sen. Business and Commerce Committee, and Sen. Sylvia Garcia, Sen. Transportation Committee, regarding Port issues and Harbor Bridge update.

**May 23:** Attend and monitor the House Environmental Regulation Committee hearing for Port issues. The committee is charged with monitoring the implementation of major environmental regulation legislation passed by the 84<sup>th</sup> Legislature, including reforms that provide for streamlined environmental permitting.

Attend and monitor for Port issues the Senate Agriculture, Water, and Rural Affairs Committee hearing. The committee is studying and will make recommendations regarding the ownership, production, and transfer of surface water and groundwater in the state of Texas.

Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**May 25:** Attend and monitor the House Transportation Committee hearing for Port issues. The committee met to receive updates from the TxDOT rail and rural transit divisions and from TxDOT on the state of Texas ports.

Attend and monitor the House Transportation Subcommittee on Long-Term Infrastructure Planning. The subcommittee heard testimony from Comptroller Hegar on financial forecasts related to transportation funding, testimony from TTI on finance options used in other states to fund transportation infrastructure, and testimony from TxDOT reviewing statutory changes and budgetary requirements for design-build contracts.

**May 26:** Preparation and transmittal of May 24 Texas Primary Runoff Election report to John LaRue and Nelda Olivo.

**May 27:** Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**May 1-30:** Conferences with offices of Sen. Hinojosa, Reps. Hunter, Lozano and Herrero, and staffs, regarding port issues. Review of and legal research on legislation enacted by the 84<sup>th</sup> Texas Legislature of interest to Port of Corpus Christi activities and operations. Weekly transmission of relevant rulemakings and public notices to John LaRue and Nelda Olivo.

# BORSKI ASSOCIATES, LLC

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Philadelphia, PA 19114  
(215) 327-5600 (Cell)

805 15th Street, N.W.  
Suite 1101  
Washington, DC 20005  
(202) 459-0804 (Office)

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## **MEMO**

To: Port of Corpus Christi  
From: Borski Associates  
Date: June 3, 2016  
Re: Monthly Report

### **ATON and House WRDA Bill**

We communicated with the Democratic staff on the House Water Resources Subcommittee the history and issues associated with the Farenthold Amendment to allow for reimbursement of privately constructed Aids to Navigation by the Coast Guard. This amendment was ultimately not offered during the House Transportation and Infrastructure Committee's markup of the Water Resources Development Act of 2016. We are working with the Democratic staff on the Committee's Coast Guard Subcommittee to address some concerns they had about the proposal, and potentially get the amendment included in a manager's package during House floor consideration.

### **Funding for Ship Channel Improvement Project**

We again reached out to the Vice President's Assistant Director of Policy to ask him to weigh in with the Office of Management and Budget as the Army Corps considers moving forward on an amendment Project Partnership Agreement.

### **FY17 Appropriations**

The FY17 Appropriations process ground to a halt during the House's consideration of the FY17 Energy and Water Appropriations bill, which funds Army Corps projects. The House initially passed an amendment to the bill that banned contracts to any company that discriminated based on sexual orientation. This proved too much for a faction of Republicans, who voted with Democrats to sink the final bill by a vote of 112-305. Congressman Farenthold voted against this bill. Congressmen Vela and Cuellar supported it.

## INFORMATION TECHNOLOGY

### **STATUS OF INFORMATION TECHNOLOGY PROGRAMS & INITIATIVES**

- Helpdesk – 596 IT helpdesk tickets submitted and 562 tickets closed in May.
- Migration from Novel to Microsoft – Novel GroupWise and network systems are no longer in use. All employees are now using Office 365 (email) and Active Directory (network) systems. Test groups in Active Directory have been created to roll out group policy. Group policy will further secure our environment and centralize management of our computers and networks. A project is underway to combine Office 365 and Active Directory passwords using federated services. This technology will give us the ability to develop a single sign on environment for enterprise applications.
- Electronic Workflows – The goal of this initiative is to limit the number of paper workflows that exist within the Port. Testing is completed for Employee Action Notices and all notices are now going through Docuware. Mobile application for Docuware is being configured so approvals can be made when approvers are not in the office. Design of accounts payable invoice approvals is in progress.
- Data Center Colocation – Design of network and server environment for colocation data center is complete. Final pricing is submitted and we are under budget. Other options such as dedicated hosting and cloud hosting are being researched and expect to have full price comparison by end of month.
- Phone System Replacement – Design of network and phone system is underway for our primary and DR site. Staff has chosen Cisco Unified Communications as the best fit for the Port. Meetings with departments who have high demands of the phone system are being scheduled so the system can be accurately designed. IT staff reviewed demos of recording and mass notification features and plan to include in final design.
- Agenda Management – Granicus has been chosen by staff to replace existing commission agenda management software. Agreement has been signed and the project kickoff call is scheduled for May. Agenda template design has been chosen and implementation work is in progress. The June Commission agenda was created in a test environment for Granicus.
- Data Circuit RFP – Proposals received for Data Circuit RFP which will provide services to a security camera location. Circuit costs were high due to the remote areas of the camera locations. IT is exploring other methods of data transmission such as microwave. Update will be provided to the Security Committee.
- Employee VPN – Enhanced VPN portal for employees is in design stage. The concept is for employees to access their data and applications in a more secure and efficient manner when out of the office. The project will be implemented with

existing hardware and software at no additional cost. Two-factor authentication has been added into the scope of this project for added security

- Virtualization of Servers (Port PD) – The design of the PD server virtualization is complete and all necessary quotes have been received. This project was approved by the Security Committee and is on the June Commission agenda for approval.

## **2015 BUDGETED PROJECTS**

- Data Center Colocation – This project will move the backup data center to a colocation facility in San Antonio. The site has been selected and approved by the Coast Guard. Port IT staff are in the final negotiations with the colocation and telecommunication providers. This project is scheduled to go before the Commission in March for approval. *Estimated project start date: 4/1/16*
- Phone Systems Replacement – Replacement of 10+ year old PBX phone system and consolidation of all sites into one system. This project will remove phone systems at Admin/Annex, HMO, PD, Maintenance and BMD. The existing design of our voice infrastructure is subpar for redundancy and cost effectiveness. Installing a VOIP phone system will allow for SIP trunks which will provide up to 50% reduction in long distance costs. *Estimated project start date: 6/1/16*
- Virtualization of Servers (Port PD) – Existing server infrastructure consists of out of date physical servers. This project would replace 15 to 20 servers with 3 to 4 servers utilizing virtualization. Virtualization introduces costs savings by reducing maintenance contracts along with a reduction in power and cooling needs. Virtualization of servers will also improve the redundancy of the systems they house by utilizing existing Port infrastructure for failover. *Estimated project start date: 4/1/16*
- Network Replacement (Port PD) – As identified in the Transportation Technology Associates Security Technology Master Plan, the network infrastructure for Port PD needs to be upgraded. Most equipment has reached end of life and is no longer supported by the manufacturer. This upgrade would allow for the transition from analog to digital cameras. *Estimated project start date: 5/1/16*

## BUSINESS DEVELOPMENT

### WIND ENERGY

- Vessel calls during May: Wind cargo vessels: 3
- Staff solidified and executed appointments with various wind manufacturers, logistics providers and supply chain entities during the American Wind Energy Association (AWEA) Expo (May 23-26, New Orleans). Staff provided detailed report, including projections.
- Staff attended an American Wind Energy Association webinar regarding IRS clarifications regarding Production Tax Credit extension.

### PROJECT CARGO

- Vessel calls during May:
  1. Project cargo vessels: 3 (includes 1 pipe vessel)
  2. Bulk vessel at general cargo dock: 1
- Staff continued with coordination efforts regarding Southside terminal resurfacing project
- Staff hosted kick-off meeting with major construction entity regarding project cargo movements to be initiated in July.
- Staff collaborated with other internal departments regarding new Harbor Bridge potential laydown issues at Southside Terminal.

### DRY BULK

- Continue dialogue with the concrete batch company seeking to lease a few acres to prepare product and store raw materials.
- Continue dialogue with prospect client seeking to handle and store bulk material under a 10 year business commitment. The goods will arrive via ocean vessel and load-out via rail cars.
- The barite entity leasing property within Rincon is in its final testing process. It plans to start grinding thousands of tons within a few weeks. The raw material is to arrive via vessel and once grinded it will go out via truck as well as via rail.
- The RFP for the Bulk Terminal Market Study was posted on May 9<sup>th</sup>. The Proposal Submission Deadline is for next June 15<sup>th</sup>. In the meantime, Staff continues to meet with the team to develop The Master Development Plan for said facility.
- Support for the future logistics involving the receiving of raw materials to initiate product production.



## **GENERAL CARGO**

- Working with a local manufacturer seeking to lease some acres within Rincon Industrial Park to assemble modules. Thence shipping them out via barge to final destination.
- Continue coordinating the import shipments of plant equipment for M&G.

## **LATIN AMERICA TRADE DEVELOPMENT**

- Keep working in the Market Study for the most competitiveness countries in Latin America for future business. This investigation is focused on the top 5 and 10 of the most important economies in Latin America and the future opportunities for the Port of Corpus Christi.
- Create and elaborate a report-video about the LA's market study to educate and promote international exposure in Latin America. Team-Work.
- Continue dialogue with the energy companies which participated within the Latin America Petroleum Energy Summit. Two of these entities are moving forward with their business plans to handle LPG in ISO tank containers as well as via small tanker vessels.
- The Business Delegation from Bolivia, spearheaded by CADEX (Chamber of Exporters-Investors& Logistics) visited our Port. A successful event as the members are interested in pursuing potential business within the gas-petrochemical sector. CADEX will return next year with a larger business delegation as PCC presents key alternatives for their import/export requirements. In addition, one of the attendees has indicated that he is ready to purchase heavy equipment/caterpillars from a within our region supplier.
- The Colombian Deputy Director Yudy Uribe in charge of FTZ's in said country visited PCC. They are looking opportunities to start a commercial relations to develop business. They are going to prepare a commercial proposal for us.

## Tracking Latin American entities interested in PCCA. Source: CentralAmerica.com:

Name	Email	Company	Contact	Country
Luis Palacios	<a href="mailto:luispalacios_03@hotmail.com">luispalacios_03@hotmail.com</a>	None	6118-8431	Salvador
Yuleisse valenciano	<a href="mailto:yuleisse.valenciano@gmail.com">yuleisse.valenciano@gmail.com</a>	None	None	costa Rica
Oscar Garcia Quintanilla	<a href="mailto:osarsal@hotmail.com">osarsal@hotmail.com</a>	A.B. Consultancy	503-787-72900	Salvador
Nicoalas Cedillo	<a href="mailto:artenebajense@hotmail.com">artenebajense@hotmail.com</a>	Tipica Nebajense	502-470-30645	Guatemala
Sandra Zelaya	<a href="mailto:zelayasandra@yahoo.com">zelayasandra@yahoo.com</a>	None	786-597-2267	United States
Eduardo Zapata	<a href="mailto:zapataeduardo25@Yahoo.com">zapataeduardo25@Yahoo.com</a>	Banca empresa	5491137569580	Argentina
Carlos Russel	<a href="mailto:crussell@bh.com">crussell@bh.com</a>	None	972-740-2424	United States
Jose Daniel Musum	<a href="mailto:danielm_kv@yahoo.es">danielm_kv@yahoo.es</a>	Avicola salvadorena	710-11206	Salvador
Permenides Gonzalez	<a href="mailto:gerencia@ipg-global2.net">gerencia@ipg-global2.net</a>	IPG S.A	005-076-2323-128	Panama
Llianet Nieva	<a href="mailto:jadore1922@yahoo.es">jadore1922@yahoo.es</a>	Havanaly	535-2923362	None
Maria Rodriguez	<a href="mailto:mcrodriguez@proytecmo.com">mcrodriguez@proytecmo.com</a>	Proytecmo	None	Panama
Pedro Torrealba	<a href="mailto:thecoop69@hotmail.com">thecoop69@hotmail.com</a>	None	4125958817	Venezuela
Dario Macias	<a href="mailto:maciasdario@hotmail.com">maciasdario@hotmail.com</a>	weld tech and servise	584146849628	Venezuela
Kolek tong	<a href="mailto:kolek@cable.cn.com">kolek@cable.cn.com</a>	kolek cable	0086-13695008594	United States
Jose vargas	<a href="mailto:jose francisco vargas@praxair.com">jose francisco vargas@praxair.com</a>	Praxair Costa Rica S.A	24828600	costa Rica
Ronald Castro	<a href="mailto:ronalcaza@gmail.com">ronalcaza@gmail.com</a>	None	None	costa Rica
Marlon jose Castillo	<a href="mailto:mcastlepa@gmail.com">mcastlepa@gmail.com</a>	none	50585961432	Nicaragua
Rosalba Gutierrez	<a href="mailto:rosyhz@hotmail.com">rosyhz@hotmail.com</a>	None	9817513805	Mexico
Gustavo Martin	<a href="mailto:gustavomarten@yahoo.com">gustavomarten@yahoo.com</a>	Plus Capital market inc	584141730266	Venezuela
Yomaira Cardozo	<a href="mailto:yoma54@msn.com">yoma54@msn.com</a>	None	None	Panama
Elvin diaz	<a href="mailto:elvinfernandodiaz@yahoo.com">elvinfernandodiaz@yahoo.com</a>	None	897751836	Mexico
Dirian Perdomo	<a href="mailto:dirian.indira@gmail.com">dirian.indira@gmail.com</a>	zonautomotriz HN	94992337	Honduras
Luis Salcedo	<a href="mailto:luis.salcedo@applegreent.com">luis.salcedo@applegreent.com</a>	Apple Green	50765753734	Panama
carolina Gatjens	<a href="mailto:krogatjens420@gmail.com">krogatjens420@gmail.com</a>	Procter and Gamble	50687808593	United States
Diana Ibarra	<a href="mailto:valledelarosa1@gmail.com">valledelarosa1@gmail.com</a>	valle de la rosa	8332123373	Brazil
Pedro Lanier	<a href="mailto:pedrolf@uccfd.cu">pedrolf@uccfd.cu</a>	UCCFD	5358475895	Cuba
Rafael Espinosa	<a href="mailto:reaingnieria@gmail.com">reaingnieria@gmail.com</a>	Ingenieriarea CA	5802127938990	Venezuela
Julio Guzman	<a href="mailto:jguzman@gruposarte.com">jguzman@gruposarte.com</a>	saret	24364000	costa Rica
Juan Fea	<a href="mailto:jfaen07@gmail.com">jfaen07@gmail.com</a>	Levas	9517531379	United States
roberto Balladares	<a href="mailto:confeccionesballadares@hotmail.com">confeccionesballadares@hotmail.com</a>	Confecciones Balladares	83905916	Nicaragua
Ana Balcar	<a href="mailto:ana@azaviationtrading.com">ana@azaviationtrading.com</a>	Tocumen S.A	4803003867	United States
Jorge Gonzalez	<a href="mailto:jgonzalezvelazco@yahoo.com">jgonzalezvelazco@yahoo.com</a>	CGL-Chile LTDA	56-2-24375650	Chile
Dinorah Camacho	<a href="mailto:reynaldomena1@hotmail.com">reynaldomena1@hotmail.com</a>	None	84661636	Costa Rica
Roberto Morales Cardero	<a href="mailto:roberto140714@gmail.com">roberto140714@gmail.com</a>	DYM Tecnicos	60697934	costa Rica
ernesto Rivera	<a href="mailto:ernestorivera7@hotmail.com">ernestorivera7@hotmail.com</a>	Riveras SA de CV	503-70056079	Salvador
Trent Reddick	<a href="mailto:trent@hydrotech-inc.ca">trent@hydrotech-inc.ca</a>	None	None	Canada
Oscar Millares	<a href="mailto:omiralles@cealsa.com.gt">omiralles@cealsa.com.gt</a>	cealsa	30276975	Guatemala
Raul soto	<a href="mailto:rsotog@petroperu.com.pe">rsotog@petroperu.com.pe</a>	Petroperu	16145000	argentina
Catalina Jimenez	<a href="mailto:katicapimient@hotmail.com">katicapimient@hotmail.com</a>	Anfra Antillean N.V	3749056	None
Tomas Puente	<a href="mailto:tpuente@challengerintl.com">tpuente@challengerintl.com</a>		7133895728	United States
John Percy pacheco	<a href="mailto:cincoestrellasmaster@hotmail.com">cincoestrellasmaster@hotmail.com</a>	Cinco estrellas Master	None	Peru
Marta Vega	<a href="mailto:vegamartita@hotmail.com">vegamartita@hotmail.com</a>	agencias Galias S.A	None	Panama

## **GENERAL ACTIVITIES**

- Staff was invited by the Portland Leadership (Class 2016) to speak on the Ports' latest developments and anticipated future growth.
- Staff attended the Texas Gov. Economic Dev. Delegation who visited PCC and a Port tour was provided.
- Staff is working-coordinating on the agenda for the visit of an Agricultural delegation from various African countries. The planned visit is scheduled for mid-June.
- Staff continued maintenance of Port Tariff 100-A and Bulk Terminal Tariff 1-A.
  1. The language within Item 285 and its applications continue to move forward with assistance of IT Dept.
- Staff collaborated with internal departments regarding accurate wharfage billing process
- Staff assisted with wind and project cargo identification for accurate billing of monthly storage.
- Staff continued efforts with internal departments and local stevedores regarding future Southside and Northside laydown areas.
- Staff participated in Internal Audit Training for EMS.
- Staff conducted two separate Port tours to major breakbulk carriers.
- Staff trained for updated CPR/First Aid certification.
- Staff participated in meeting with local stevedores regarding upcoming military operations at Southside Terminal.
- Staff assisted with hosted meeting request by local transportation institute.

## FOREIGN TRADE ZONE

A meeting with Foreign Trade Zone (FTZ) operators and local Customs and Border Protection (CBP) officers was held on Thursday, May 19. CBP provided updates on the Automated Commercial Environment (ACE) system, status of compliance reviews and other FTZ procedures.

FTZ Manager continues working with Valero on an application to modify their FTZ boundaries to include an additional 6.7 acres along Up River Road into their zone.

Superior Weighting is working on FTZ application for their site on Rincon property. The company has sent out letters to taxing authorities requesting letter of support for their application.

Work continues with Tex-Isle Supply, Inc. on information required for CBP activation approval of their site which was approved for FTZ designation on April 12, 2016.

## OVATIONS

May was once again a strong month here at the Ortiz Center, exceeding budgeted sales by 5%. We are right on target to exceed budget for May as well.

We are pleased to continue to host the group from M&G Chemicals here at the Ortiz Center for the next 6 months for their new hire training and on-boarding. We welcomed back the Christian Business Association Prayer Breakfast, Amore Gala featuring Nancy Lanmon Munn and Dr. Joachim Reinhuber hosted by Behavioral Health Center of Nueces County, Junior Achievement's CC Business Hall of Fame Dinner, CC Education Foundation's First In Family Graduation Celebration, Beach to Bay Registration Packet Pick-up and the CCISD Honor Roll Banquet.

This month we were also proud to host for the first time the Texas A&M ROTC Military Ball, Tri Delta Formal, G&H Towing Family Fun Days, Southern Careers Institute Graduation, King High School Baseball Banquet, the Carroll High School Band Banquet, as well as the CC College Preparatory Prom. We closed the month of May with the final Debutant Ball of the season produced by Honey & Bee; the newest event planning firm in Corpus Christi. With Razzle Dazzle Events, Turn Key Events and Enlightened Ideas, the Ortiz Center was transformed into an inviting French Salon with a custom billowy bunting over the dance floor that cascaded down the structural columns. Impressive video projections and custom lighting added to the transformation with the final touch of a scaled version of the Eiffel Tower.

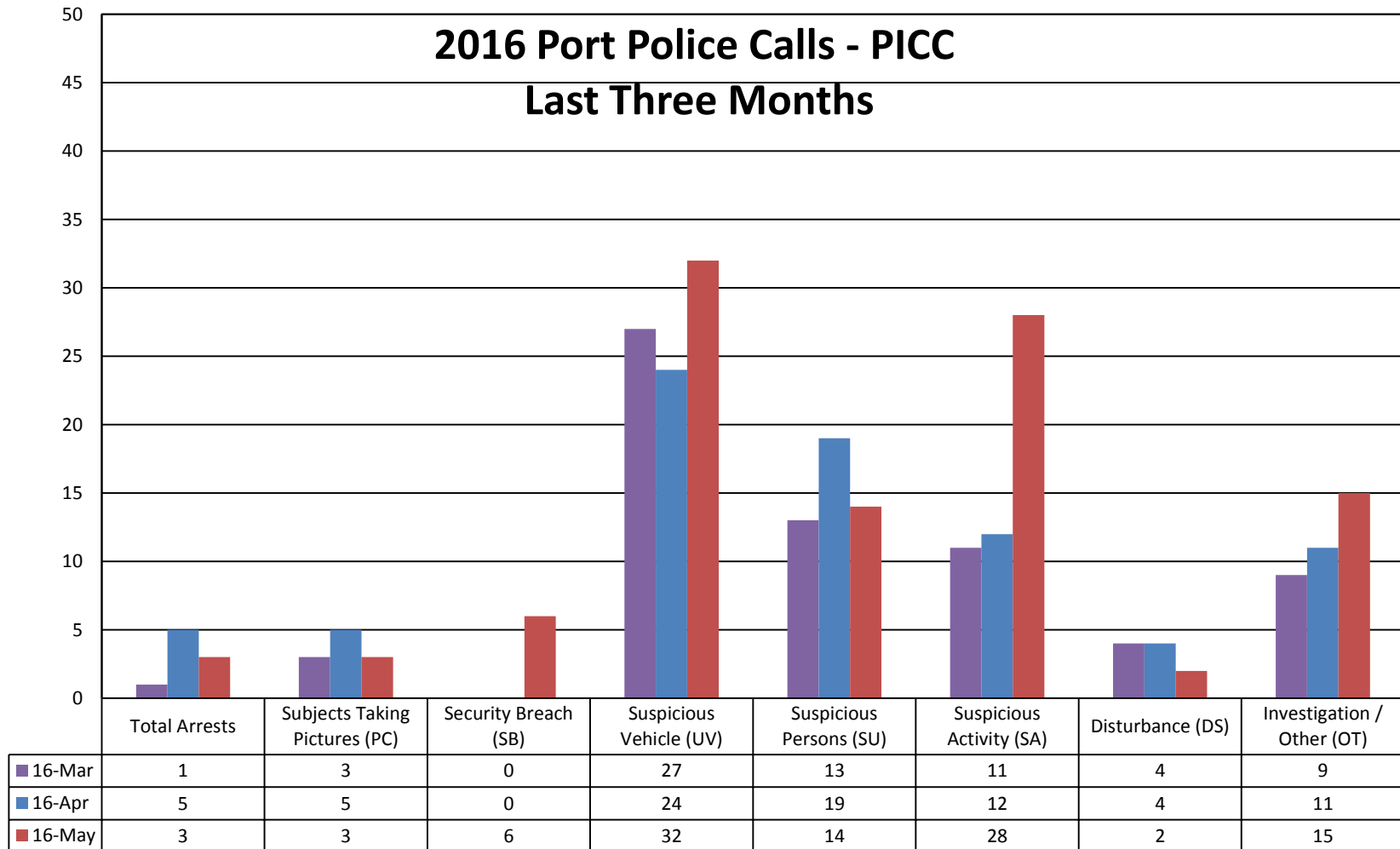
As part of our continued commitment to the community, we are pleased to report that the Ortiz Center provided over \$18,000 in discounts and sponsorships to various non-profit and Community Based Organizations this month. The support given by the Ortiz Center assists these wonderful organizations in their ability to generate the resources needed to provide services throughout the Coastal Bend region.

Below are 2015 totals and numbers to-date for 2016 activity. \*April figures have been updated to actuals.

<b>2015</b>	<b>Guest Attendance</b>	<b>Number of Events</b>	<b>Revenue</b>
January	5,113	42	\$216,694
February	2,639	27	\$75,227
March	5,397	40	\$197,604
<b>1st Quarter</b>	<b>13,149</b>	<b>109</b>	<b>\$489,525</b>
April	5,046	53	\$187,262
May	5,727	42	\$187,077
June	4,152	47	\$204,576
<b>2nd Quarter</b>	<b>14,925</b>	<b>142</b>	<b>\$578,915</b>
July	3,511	52	\$165,634
August	2,521	31	\$92,649
September	3,418	30	\$157,647
<b>3rd Quarter</b>	<b>9,450</b>	<b>113</b>	<b>\$415,930</b>
October	4,572	52	\$214,263
November	6,907	56	\$257,904
December	5,468	50	\$385,933
<b>4th Quarter</b>	<b>16,947</b>	<b>158</b>	<b>\$858,100</b>
<b>EOY Total</b>	<b>54,471</b>	<b>522</b>	<b>\$2,342,470</b>

<b>2016</b>	<b>Guest Attendance</b>	<b>Number of Events</b>	<b>Revenue</b>
January	4,621	41	\$149,911
February	4,366	39	\$204,082
March	4,553	50	\$199,597
<b>1st Quarter</b>	<b>13,540</b>	<b>130</b>	<b>\$553,590</b>
* April	5,033	47	\$207,522
May	5,980	47	\$190,851
June			
<b>2nd Quarter</b>			
July			
August			
September			
<b>3rd Quarter</b>			
October			
November			
December			
<b>4th Quarter</b>			
<b>YTD Total</b>	<b>13,540</b>	<b>130</b>	<b>\$553,590</b>

## SECURITY



## OPERATIONS

### HARBORMASTER

Ship Arrivals	Tankers	Freighters	Year to Date Ships
May 2016	91	25	647
May 2015	124	31	715

Barge Arrivals	Tank Barges	Freight Barges	Year to Date Barges
May 2016	337	0	2023
May 2015	395	18	2514

Shifting	Tankers	Freighters	Tank Barges	Freight Barges
May 2016	15	3	822	0
May 2015	25	2	963	10

	Average Daily Ship Arrivals	Average Daily Barge Arrivals
2016	3.74	12.39
2015	5.00	4.42

### Channel Disruptions

Channel Disruptions	Total Hours	Light	Wind	Damage/Debris	Cross Currents	Rig
May 2016	25.24	--	8.27	11.8	--	5.17
May 2015	45.09	17.50	5.25		15.34	7.0

Delays	Inbound Delays	Outbound Delays
May 2016	5	5
May 2015	11	14



## **BULK TERMINAL**

### **Current Projects**

- Replacing three-quarter belt covers with full belt covers 90% complete. Remaining covers will be installed when remaining conveyor idlers are purchased (2<sup>nd</sup> QTR 2016)
- Dust control for all pads and roads
- Preparing for pad resurfacing
- Installing cable tray along CB# 2
- Storm Water MGMT-Working with engineers to develop run-off strategy
- Replacing idlers on conveyors 75% complete. Awaiting purchase of remaining idlers scheduled for 2016 (Estimated 2<sup>nd</sup> QTR 2016)
- BT Office Renovation ongoing (Early June completion)
- Receiving bids for auxiliary power for BT office
- Receiving bids for concrete work associated with auxiliary power and water evacuation pump
- Rebuilding feeder belt system and surrounding structure on Gantry Crane at BMD 1

### **Activity (short tons)**

#### **Railcars**

- Load rail cars: 0 railcars loaded for a total of 0 Pet coke
- Unload rail cars: 0 railcars unloaded for a total of 0 Pet coke

#### **Bulk Dock #1**

- 0

#### **Bulk Dock #2**

- 164,512.64 Pet coke

#### **Pads**

- 106,421.75 Pet coke
- 6,491.00 Sulfur

## **YARDS & RAIL**

- Rail traffic up from April with ADM doing 1113 railcars mixed wheat and sorghum,
- 1613 total revenue rail cars in May 2016 compared to 550 revenue cars in May 2015
- Working on Agreement (CCPN 1997 Operating) with Welder, Strawbridge and Stroot.
- North Bank storage yard wind components departing by truck and rail, no issues,

- North Storage yard project cargo and wind cargo departing by trucks, FTZ areas set up for M&G cargo
- CD 14 and Rincon small amount cargo from M&G
- VESTAS loaded train tower sections south side departed 05/28
- GE loaded blade train on spot departed 5/30
- South side yard paving project started, **space is getting tight**, 6800 MT pipe arrived south yard, military MOL ops ETA 6/6, paving project may be put on hold for cargo arriving CD 8
- GWRR stated still negotiating with MG on plant switching

### **CARGO DOCKS**

- Freezer warehouse foundation being used for lay down by stevedores
- CD 8 – 7 vessels arrived May
- CD 9 – 3 vessels arrived April

### **MAINTENANCE**

#### **Ortiz Center**

Repaired sanitary sewer piping under dock, troubleshoot and repaired walk in cooler - replaced bad start capacitor and run capacitor, disabled kitchen return air sensor that was activating alarm, assisted in restarting AHU 5 and 7 after alarm was deactivated, tested 5 back flow preventers and submitted documentation to city of cc, replaced 1.5" quarter turn valve on Wilkin back flow in Chiller room, repaired water flow to cooling towers and restarted chiller units, attempted to replace water filters and clean Ice makers after water boil notice was lifted- Neil ran out our plumbers from the facility, assisted Todd in identifying circuit panels and terminated temporary panel, checked walk in cooler again due to lines freezing and fan making noise

#### **Commissioners Court**

Set up and tear down stage, replaced podium microphone and stand

#### **Guard houses**

Secured breathing air apparatus at BMD guardhouse gate, troubleshoot mini split a/c unit at viola guardhouse computer room, installed surge suppressor for a/c at Viola, inspected and shimmed flooring at Viola, repaired water fountain water valve at Avery, replaced water filters and flushed water lines after water boil was lifted

### **Administration building**

Corrected entrance and exit arrows and installed speed bumps in parking lot, repaired a/c damper in Ante room, repaired door locks in Sean's office, assisted business development move and set up of offices, removed exit signs and crash bars from exit windows on 2<sup>nd</sup> and 3<sup>rd</sup> floors, cleaned ice makers- replaced water filters and flushed water lines after water boil was lifted, Met with boiler inspector to attain annual boiler inspection certification, painted Jennifer Powell's office, assisted with various requests of furniture move- hanging pictures- setting up conference rooms

### **Annex building**

Adjusted thermostat air actuator in environmental offices, assisted environmental with furniture move and assembly of Sarah's desk, repaired drain leak in 3<sup>rd</sup> floor break room, replaced flag counterweight on flag pole, repaired leak under 3<sup>rd</sup> floor kitchen, removed 2 lamps from each ceiling light fixture in Ruben Medina's office, checked building for reports of bad odor- no sources located but assumes it is from the sewage treatment plant nearby, replaced batteries and reprogrammed blinds at HMO, cleaned ice makers- replaced water filters and flushed water lines after water boil was lifted

### **Port Security/PD**

Rekeyed desk drawers in LT Gomez office, repaired piling buoy at safe boat lifts, cleaned ice makers- replaced water filters and flushed water lines after water boil was lifted

### **BMD**

Swapped out a/c unit in Joe's office, troubleshoot and repaired Joe's a/c unit, tested 4 back flow preventers and submitted documentation to city of cc, cleaned ice makers- replaced water filters and flushed water lines after water boil was lifted, rebuilt Back flow preventer at BMD 3, repaired dripping water valve at BMD

### **Cargo Docks**

Completed separation of electrical service from East and West transfer warehouses, extended and painted ladder at roll on roll off ramp between CD 9 and OD 15, disposed of approximately 30 sugar super totes, tested 4 back flow preventers at CD 1, 8, 9, 15 one each, monthly potable ship outlet test and flush, monthly fire alarm test and inspection, repaired fire system valve flapper at bldg. 26 system, repaired outside dock lights at CD 14, troubleshoot and repair fire alarm at building 27, All Cargo Docks; flushed and tested chlorine levels on all potable ship supply outlets after water boil notice was lifted, commence annual fire hose testing at CD 15

### **Oil Docks**

Serviced and replaced air filters on a/c units at OD 1, 2 and 7, repaired dock lights at OD 6, tested back flow preventers at OD 4, 7 and 11 one each, monthly potable ship supply inspection and flush, replaced photo cell for area lights at OD 2, replaced dome post security cable at OD 6, fabricate handrails for OD 8 East structure, All Oil Docks; flushed and tested chlorine levels on all potable ship supply outlets after water boil notice was lifted

### **Fire Boat**

Tested emergency lights, bilge alarms, engine block heaters and replaced anti-skid tape on deck stairway, assist environmental with emission testing of Thruster engine, replaced coil contactor on Panel 2 and reestablished power, met up with Chief Mylett and surveyor for Q and A in regards to fire boat

### **Gates, Fences and Roads**

Repaired G & H gate #126, troubleshoot blinking lights at M&G plant- contracted Highway Barricade to complete job, replaced rail road crossing signs on Stroman Ave, ordered and commenced installation of "No fishing" signs for bike trail on JFITC, repaired gate 36A, replaced wheel on gate #114

### **Maintenance shops**

Removed old crane from work barge and install new crane, took inventory hurricane preparation materials port wide, installed engine guards on work barge #365, Purchased ice and bottled water and distributed to Admin, Annex, PD, BMD and guardhouses during water boil advisory

### **Property Other**

Completed installation of water service, electrical connection, installation and connection of lift station at Turner's property for DRA trailers, assist with electrical run for new gate at Turner property, assist engineering cutting column plates, assisted environmental with soil samples from Turner's property, picked up and spread P gravel to level driveway at DRA trailers, Port wide; replaced manual soap dispensers with automatic dispensers, repaired access door on La Quinta generator, treated corrosion and painted generator gas tank at Harbor Island, repaired Turner property pole lights, purchased and installed navigational light on South East lift bridge structure, replaced meter can on Break water street- powers to rail road barriers on JFITC and Rincon Rd, filled in pot holes with asphalt at parking lot by the water taxi

### **Maintenance Routine**

Performed preventative Maintenance (PM) on vehicles, safe boat and equipment at the maintenance department. Performed routine inspection and PM on lights, water outlet. Performed ground keeping port wide. Over saw janitorial service on all port facilities.

### **Personnel Status**

Two new hires for the janitorial crew: May 2<sup>nd</sup> and May 16<sup>th</sup>

One employee recovering from surgery, should return mid-June

One employee sustained left shoulder injury on May 16<sup>th</sup> when he slipped and fell on muddy slippery surface. Was given restricted duty until May 23, 2016

One employee had a minor fender bender on May 19<sup>th</sup> to unit 515 at convenience store while purchasing ice for Port during water boil notice. No injury sustained

One employee continues to be out from work due to illness and had surgery on May 27<sup>th</sup> (out since April 7, 2016)

## Environmental Planning and Compliance Monthly Report

### Environmental Stewardship Measurements

Program Area	Measured Environmental Improvements Through May '16
Electrical Consumption*	10% Green Energy – 290,000 KWHs (through 4/30/2016)
Spent Liquids Recycled	890 gallons
Materials Recycled	38,771 lbs
Components Recycled	610
Regional Air Quality	~65 ppb (EPA standard of 70ppb)
Community Complaints	1
Notice of Violations	0
Tenant Audits Completed	5

### Important Announcements

An internal audit of the Environmental Management System was completed on May 24-25, 2016, in preparation of the ISO 14001 certification audit that is to occur on June 7-9, 2016. The audit identified seven areas of strong performance related to strategic planning, leadership commitment, identifying risks and opportunities, and use of best management practices. Four non-conformances were identified and each have already been addressed and corrected. Three of the non-conformances were to provide better clarification of our process and procedures and one was related to proper handling of recyclable. With the external audit for certification, PCCA will be one of the first Port's certifying to the revised standard.

Beginning on June 8, 2016, Communications Department and Environmental Planning and Compliance Department personnel will be conducting a field trip stop for the Texas State Aquarium summer camp programs, continuing every Wednesday through the summer. The field trip stop will include a presentation on the Port and a field exercise at the ferry landing to identify the environmental practices that the Port has implemented.

### Environmental Initiatives Dashboard

Listed below are the environmental initiatives planned or underway and the status of each:

Program	Description of Activities	Target Completion Date	% Complete	Status
Bulk Terminal Air Monitoring	Installation of six air monitors at the Bulk Terminal and one in Dona Park neighborhood.	4/31/2015	100%	Complete
	Completion of a pilot program.	1/31/2016	100%	Complete

<b>Program</b>	<b>Description of Activities</b>	<b>Target Completion Date</b>	<b>% Complete</b>	<b>Status</b>
Network – Pilot Program	Evaluation of data and final report with recommendations on changes to the monitoring program.	3/31/2016	100%	Complete
	Presentation to community at Long Term Health Group / Dona Park residents.	4/13/2016	100%	Complete
	Routine operation of the monitoring network.	Ongoing	Ongoing	Ongoing
Environmental Management System	Development of revised Environmental Policy.	2/16/2016	100%	Complete
	Baseline, evaluate and expand EMS with new environmental leadership objectives and targets port wide and develop an environmental standards document. <Same as Strategic Plan Action Plan #5>	2/28/2018	15%	Started
	Develop environmental design criteria for incorporation in planning of new development in accordance with Environmental Policy.	12/31/2016	15%	Started
	Certification to ISO 14001:2015.	5/20/2016	85%	Ongoing
	Development of updated EMS video.	8/31/2016	5%	Ongoing
	Complete annual compliance evaluation.	5/31/2016	15%	Ongoing
	Completion of system wide Internal Audit.	6/15/2016	100%	Completed
	Complete Management Review.	5/31/2016	100%	Completed
	Conduct quarterly EMS workshops for Stevedores.	11/30/2016	15%	Ongoing
Tenant Audit Program	Conduct routine annual audits of all leases on PCCA facilities.	Ongoing	6%	Ongoing
	Conduct routine lease-ending audits of terminated or completed lease agreements.	Ongoing	95%	Ongoing
	Conduct baseline assessments of properties as applicable for new lease agreements.	Ongoing	10%	Ongoing
Ozone Advance	Participation in Air Quality Committee and Ozone Advance Working Groups.	Ongoing	Ongoing	Ongoing
	Provide input to Annual Ozone Advance Report.	4/30/2016	95%	Ongoing
Storm Water	Conduct routine inspections and monitoring and sampling in accordance with applicable permits.	Ongoing	50%	Ongoing
	Complete annual reports for previous year in accordance with applicable permits.	1/30/2016	100%	Complete

### Environmental Projects Dashboard

Listed below are the budgeted capital, maintenance and professional services projects and the status of each:

<b><u>Project Description (Proj. #)</u></b>	<b><u>Consultant Agreement Type</u></b>	<b><u>Description of Activities</u></b>	<b><u>Target Completion Date</u></b>	<b><u>% Complete</u></b>	<b><u>Status</u></b>
Purchase of Software for EMS Recordkeeping (15-057A)	MA 05-14 E2 ManageTech, SO#4,5,6	RFP for software vendors.	1/29/2016	100%	Completed
		Vendor demonstrations.	3/11/2017	100%	Ongoing
		Negotiations with Successful Vendor.	4/15/2016	50%	Started
		Commission approval of software purchase and implementation contract with successful vendor.	6/21/2016	0%	Not Started
		Purchase/implementation of EMIS software.	12/31/2016	0%	Not Started
General Electrical Consumption Reduction Projects (13-013A)	Pending	Negotiating project scope with electrical engineering firm.	03/31/2016	25%	Ongoing
		Design electrical consumption reduction improvements.	06/30/2016	0%	Not Started
		Advertise project for bid.	07/31/2016	0%	Not Started
		Award contract.	8/16/2016	0%	Not Started

<b><u>Project Description</u></b> <b><u>(Proj. #)</u></b>	<b><u>Consultant Agreement Type</u></b>	<b><u>Description of Activities</u></b>	<b><u>Target Completion Date</u></b>	<b><u>% Complete</u></b>	<b><u>Status</u></b>
		Construction of project.	11/30/2016	0%	Not Started
Geographic Information System Maintenance and Upgrade (15-017B)	Professional Services Agreement – Brown & Caldwell	Data migration.	1/15/2016	100%	Completed
		Conversion – application setup, testing, reporting setup.	5/31/2016	90%	Ongoing
		Deployment	6/30/2016	0%	Not Started
Investigation and Remediation of Contamination from La Quinta Pipeline Removal/Relocation (14-002B)	MA – 01-14 Golder & Associates, SO# 1,2,3	Prepare and submit Groundwater Classification and Drinking Water Survey Reports to TCEQ.	3/7/2016	100%	Ongoing
		Prepare and submit APAR to TCEQ.	8/31/2016	0%	Not Started
		Receive and respond to TCEQ comments.	9/30/2016	0%	Not Started
		Case closure with TCEQ.	11/30/2016	0%	Not Started
Investigation of Former J.I. Hailey Property (11-002B)	PO – Arcadis	Fieldwork for additional groundwater sample collection.	1/5/2016	100%	Completed
		Prepare and submit APAR Addendum to TCEQ.	2/28/2016	100%	Completed
		Receive and respond to TCEQ comments.	04/30/2016	0%	Not Started
		Case closure with TCEQ.	05/31/2016	0%	Not Started
Investigation of Property Near Lift Bridge (14-002C)	MA – 06-14 Apex TITAN, SO# 1,2,3	Additional fieldwork to collect groundwater samples and verification soil samples.	3/28/2016	100%	Ongoing
		Prepare and submit APAR to TCEQ.	5/31/2016	100%	Completed
		Respond to TCEQ comments.	7/31/2016	0%	Not Started
		Case closure with TCEQ.	8/31/2016	0%	Not Started
Storm Water Drainage Study (15-013A)	Pending	Negotiate scope of work and fees.	Pending	50%	Ongoing
		Complete field surveys.	Pending	0%	Not Started
		Receive final report.	Pending	0%	Not Started
Bulk Terminal Master Plan (11-047A)	Pending	Commission Approval for RFP for Market Study.	4/19/2016	100%	Completed
		Advertise RFP for Market Study	4/30/2016	100%	Completed
		Shortlist firms and negotiate scope of work and fees.	5/25/2016	0%	Not Started
		Commission approval of agreement	6/17/2016	0%	Not Started
		Market Study Final Report	8/31/2016	0%	Not Started
		Advertise RFQ for Master Plan	9/30/2016	0%	Not Started
		Shortlist firms and negotiate scope of work and fees.	10/31/2016	0%	Not Started
		Commission approval of agreement	11/15/2016	0%	Not Started
Master Plan – Final Draft	6/30/2017	0%	Not Started		
Sampling to Support OD-3 Expansion Plans (14-058A)	MA 04-14 RSA, SO# 8	Fieldwork to conduct upland sampling per sampling plan.	10/1/2016	100%	Completed.
		Prepare final report including recommendations for management of upland soils during construction project.	12/31/2016	100%	Ongoing
		Conduct source investigation/delineation of hot spots.	6/30/2016	5%	Not Started
		Develop final report summarizing source investigation and delineation of hot spots.	7/31/2016	0%	Not Started
Bulk Terminal Storm Water Quality Improvements (15-046A)	MA 14-01 LAN, SO# 3,7	95% Design submittal for Task 1a and Task 2	02/26/2016	100%	Completed
		100% design submittal and contract documents for advertisement for Task 1a and Task 2.	7/1/2016	10%	Ongoing
		Advertise for bid.	8/1/2016	0%	Not Started
		Commission approval for construction.	8/16/2016	0%	Not Started
		Construction completed.	3/31/2017	0%	Not Started
	MA 13-07 LNV, SO#5	Phase I 60% design.	3/31/2016	50%	Ongoing
		Phase I 95% design submittal.	5/1/2016	0%	Not Started

<b><u>Project Description (Proj. #)</u></b>	<b><u>Consultant Agreement Type</u></b>	<b><u>Description of Activities</u></b>	<b><u>Target Completion Date</u></b>	<b><u>% Complete</u></b>	<b><u>Status</u></b>
Landscape Enhancements (15-057A)		Phase I 100% design submittal and contract documents for advertisement.	6/1/2016	0%	Not Started
		Commission approval for construction.	8/16/2016	0%	Not Started
		Construction completed.	12/31/2016	0%	Not Started
Storm Water Quality Improvements at Maintenance Facility (15-059A)	Professional Services Agreement with Alan Plummer & Associates	95% Design submittal.	2/10/2016	100%	Completed
		100% Design submittal and contract documents for advertisement.	3/31/2016	75%	Ongoing
		Commission approval for construction.	6/21/2016	0%	Not Started
		Construction completed.	11/30/2016	0%	Not Started
Bulk Dock 2 Air Permit (16-030A)	Pending Commission Approval	Negotiate Master Agreement and Service Order.	3/15/2016	100%	Ongoing
		Prepare and submit air permit authorization for salt at Bulk Dock 1.	5/31/2016	5%	Ongoing
		Prepare technical memo regarding removal/lowering of moisture content from existing permits.	5/31/2016	0%	Not Started
		Support Master Planning activities at the Bulk Terminal.	6/30/2017	0%	Not Started

### **Environmental Consultant Master Agreements and Service Orders**

Listed below are the Environmental Consultant Master Agreements and associated Service Order values:

<b><i>Consultant (MA#)</i></b>	<b><i>2015 Service Order Amounts</i></b>	<b><i>2016 Service Order Amounts</i></b>
Golder & Associates (01-14)	\$79,949	\$0
RPS, Inc. (02-14)	\$59,083	\$38,093
Trinity Consultants (03-14)	\$54,600	\$48,000
Rosengarten Smith and Associates, Inc. (04-14)	\$306,414	\$0
E2 ManageTech Inc. (05-14)	\$38,530	\$54,577
Apex TITAN, Inc. (06-14)	\$28,140	\$51,388.50
TRICORD Consulting, LLC (07-16)	NA	\$56,069
Alan Plummer Associates, Inc. (08-16)	NA	\$10,940
Cardno	NA	\$49,343



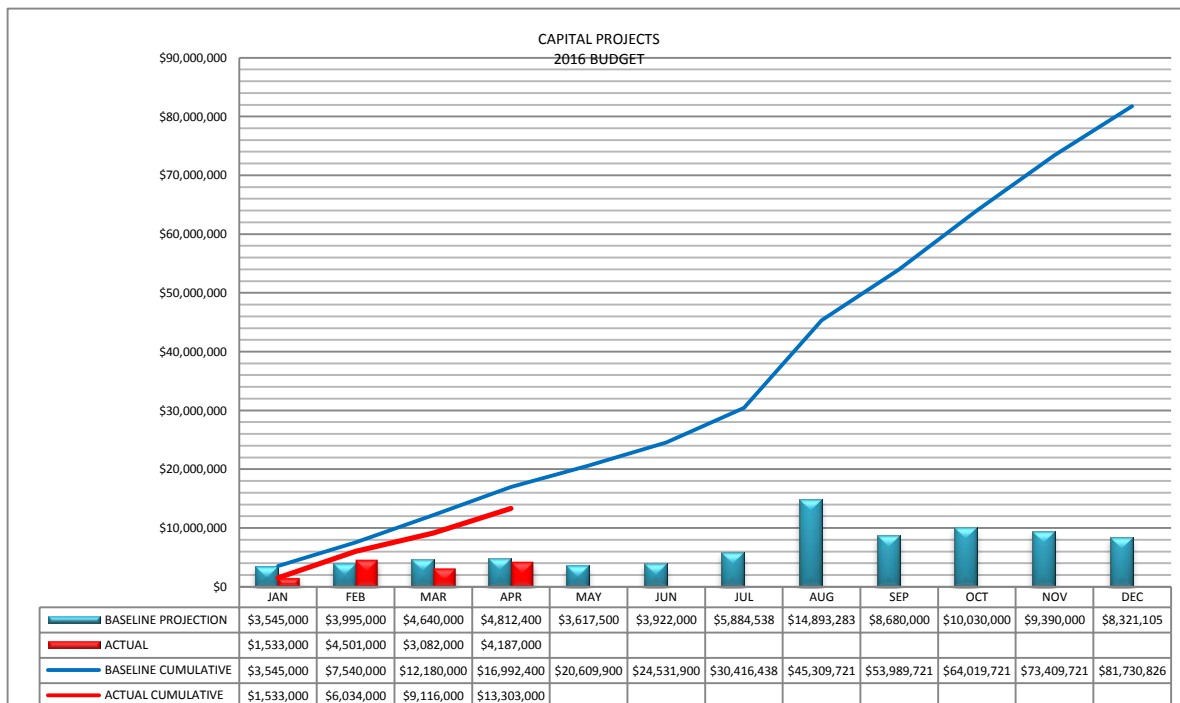
## ENGINEERING SERVICES

As of May 31, 2016 (billing through April 30, 2016), the Port of Corpus Christi Authority Department of Engineering Services had completed 9 projects and has 118 projects in progress. These projects consist of 58 Capital, 30 Maintenance, and 29 Professional Service projects. During May, \$5,071,000 was invoiced for ongoing work. To date this year approximately \$9,940,000 has been invoiced for work performed. Below is a table detailing the 2016 budget amount and the “to date” cost, for the capital, maintenance and professional services.

<b>Engineering Services April 2016 Report</b>			
<b>Project Type</b>	<b>No. of Projects</b>	<b>2016 Budget Amount</b>	<b>Expended to Date</b>
Capital	14	\$81,730,826	\$13,303,000
Maintenance	13	\$4,005,000	\$1,525,000
Professional Services	11	\$2,425,000	\$183,000
<b>Total</b>	<b>38</b>	<b>\$88,160,826*</b>	<b>\$15,011,000</b>

*\*Includes federal, state & other grants/funds by others – No land or software.*

Below is a graphic representation of the 2016 Capital Project Budget and a forecast of monthly expenditure of the capital projects throughout the year. An actual monthly capital project expenditure tracking line is included to follow the progress as the year develops.



**CORPUS CHRISTI SHIP CHANNEL PLANNING, DEVELOPMENT,  
MAINTENANCE AND DESIGN**

**Corpus Christi Ship Channel - Channel Improvement Project (CCSC-CIP)**

- Authorized: WRDA 2007 and WRRDA 2014
- Project Elements:
  - Widening and Deepening the CCSC to -52 feet MLT
  - Adding barge shelves on both sides of the ship channel across Corpus Christi Bay.
  - Extending the La Quinta Channel 1.4 miles at -39 feet MLT
  - Constructing Ecosystem Restoration projects near Port Aransas and Ingleside on the Bay
- CCSC-CIP Status
  - La Quinta Extension Complete (2013)
  - Construction of Ecosystem Restoration Complete (2012)
  - Limited Reevaluation Report for Widening and Deepening Completed (December, 2015)
  - Pending Federal Funding. PCCA staff evaluating channel improvement implementation strategies.

**2016 Maintenance Dredging Schedule**

- Corpus Christi Ship Channel Entrance Channel
  - Includes Entrance Channel, Jetty Channel, and Inner Basin
  - Current Schedule:
    - Estimated Start Date: July, 2016
    - Estimated Completion Date: September, 2016
- Corpus Christi Ship Channel to Viola Turning Basin/La Quinta Channel
  - Includes Upper Bay, Portions of Inner Harbor, Portions of La Quinta and Options for Oil Dock's 1, 2, 4, 7, 8, & 11; Cargo Docks 8 & 9; Bulk Terminal Dock 2
  - Current Schedule:
    - Start Date: September, 2016
    - Estimated Completion Date: January, 2017

**ENGINEERING**  
**MASTER AGREEMENTS AND SERVICE ORDERS**

Listed below are the Master Agreements implemented including values of Service Orders issued per year:

	2015	2016
HDR, Inc. (13-01)	\$401,150	\$49,900
Freese and Nichols, Inc. (13-02)	\$278,077	\$399,041
Govind Development, LLC (13-03)	\$176,500	
Naismith Engineering, Inc. (13-04)	\$176,780	
CH2M Hill (13-05)	\$279,380	\$1,061,385
RVE, Inc. (13-06)	\$225,665	\$48,900
LNV, Inc. (13-07)	\$468,517	
Lockwood, Andrews and Newnam, Inc. (14-01)		\$643,044
Maverick Engineering (14-02)	\$8,000	
Coast & Harbor Engineering (14-03)	\$449,331	
WKMC Architects (14-04)	\$50,000	
Worley Parsons (15-01)		\$48,079
LJA Engineering, Inc. (16-01)		\$128,494

**UPCOMING BIDS (PROJECTS > \$50,000) / REQUEST FOR PROPOSALS**

La Quinta Terminal Mitigation – Aquatic Habitat – Phase II (12-031B)      June 28, 2016

**Department of Engineering Services  
Project Design & Construction Status Report  
DESIGN PROJECTS**

Project No.	Project Title	Project Manager	% Completed
<b><u>Capital</u></b>			
14-036A	New Port Office Facility (Preliminary)	BF	20
15-016A	Tule Lake Rail Yard Upgrades and Modifications	BF	10
14-023A	Fire System Pressurization Upgrades at Oil Docks	BP	60
14-028B	Equipment Storage Building	BP	60
14-030A	Public Storage Pads Upgrade	BP	80
14-044A	New Public Oil Dock 18	BP	20
15-047A	Chiller Replacement at Ortiz Center	BP	50
15-053A	Reconstruction of Sam Rankin Road (24/76)	BP	80
15-059A	Storm Water System Quality Improvements – Maintenance Facility	BP	80
09-019A	New Access Road to Good Hope DMPA	DJK	40
13-036A	Relocation of Suntide DMPA Drainage to Viola Turning Basin	DJK	100
14-045B	Construction of 8-inch Water Line at La Quinta Property	DJK	50
07-046C	Tule Lake Foundation Removal	DLM	90
13-054C	Security Grant 13 - La Quinta/GIWW Surveillance	DLM	90
15-043A	New Operator’s Cab for Gantry Crane	DLM	30
15-050A	Mike Carrell Road Construction	DLM	90
15-061C	Security Grant 15 – Perimeter Fencing at Bulk Terminal (25/75)	DLM	40
15-055A	Purchase and Installation of Additional AEI Readers	EM	100
15-030A	General Improvements to Oil Dock 6	JEM	70
15-015K	Storm Water Drainage Improvements at Public Fishing Areas	LGD	80
15-040A	Concrete Paving Under Conveyor Belt 2	LGD	30
15-041A	Improvements to Fire Protection Systems at Oil Docks 4, 7, 11	NEF	50
<b><u>Maintenance</u></b>			
15-035A	Upgrades and Repairs to Bulk Dock 2 Marine Structures	EM	80
15-037B	Repair Bridge to Oil Dock 12	EM	60
15-032A	Bulk Dock 1 Storage Building Upgrades	LGD	70

# CONSTRUCTION PROJECTS

Project No.	Project Title	Project Manager	% Completed
<b><u>Capital</u></b>			
14-028A	Bulk Terminal Office Renovation	BP	90
15-044A	Paving of Area Around CB-4 & CB-8	BP	30
13-032A	Construction of Oil Dock 14	DLM	90
13-043A	Nueces River Rail Yard Phase - II	DLM	40
13-054D	Security Grant 13 - Emergency Power	DLM	30
14-060C	Security Grant 14 – Oil Dock 14 Access Control	DLM	0
14-041A	Replace Dock House at Oil Dock 10	JEM	90
16-007A	Oil Dock 9 Breasting Structure Replacement	JEM	60
15-065A	Joe Fulton Corridor Waterline Extension	NEF	10
12-031A	La Quinta Terminal Mitigation – Aquatic Habitat	PDC	100
<b><u>Maintenance</u></b>			
15-012A	Re-Roofing of the William D Dodge III Security Command Center and Annex Building Eyebrows	BP	80
15-018A	Roadway & Parking Lot Repairs (2015)	BP	0
15-019A	Inner and Outer Harbor Land Management *(2015)	BP	90
15-022A	Savage Lane Railroad Drainage	BP	90
15-037A	Repair Bridge to Oil Dock 11	EM	10
15-038A	Resurfacing of North and South Side Open Storage Areas	EM	50
16-050A	Replace Conveyor Idlers	EM	50
15-039A	Fire Line Improvements at Oil Dock 2	JEM	30

## WATER

### **May, 2016 Activities:**

A meeting with representatives of the Guadalupe Blanco River Authority (GBRA) and the Port Industries Technical Committee was held on May 19th to discuss the GBRA plans for a proposed desalination project and a new off channel reservoir to be built along the lower reaches of the Guadalupe River. GBRA presented their project plans and preliminary cost estimates for both projects. Both projects are in the planning stages and are not yet fully permitted. GBRA is seeking commitments from proposed customers to advance both projects. The GBRA desalination project is a much larger desalination project than the one under review by local industry and could provide additional water supplies to a much larger portion of the state. The off channel reservoir is smaller in scope and could provide a direct benefit to industries in the Victoria and Corpus Christi area.

During the month of May, meetings were held with Port staff to brief them on the status of the industry desalination project and other possible water source alternatives that need to be considered. These other sources include: water reuse, aquifer storage and recovery and nearby regional groundwater supplies. All of these alternatives will likely to be considered before a decision is made to proceed with an industrial desalination project.

A meeting was held on May 23<sup>rd</sup> in San Antonio with representatives from the Hitachi Corporation. Hitachi has experience in the desalination industry and is interested in pursuing projects in the United States and in particular Texas. I briefed them on the proposed industrial desalination project in Corpus Christi. Representatives from GBRA also briefed them on their plans for a desalination project.

## HILLCREST VOLUNTARY REAL ESTATE ACQUISITION & RELOCATION PROGRAM

Date	Activity
5/2/2016	Port hires contract staff for the Program Field Office
5/3/2016	Port submits an application to the Texas Department of Insurance to obtain a Certificate of Compliance for Program Field Office (WPI-2)
5/3/2016	Port's construction contractor mobilized at Program Field Office
5/4/2016	Communications - Caller Times - Hillcrest residents meet with relocation consultant <a href="http://www.caller.com/news/building-our-future/bridge/hillcrest-residents-meet-with-relocation-consultant--3164d603-742b-55ba-e053-0100007fe161--378197631.html">http://www.caller.com/news/building-our-future/bridge/hillcrest-residents-meet-with-relocation-consultant--3164d603-742b-55ba-e053-0100007fe161--378197631.html</a>
5/4/2016	Conference call meeting with FHWA, TxDOT, and TRLA to discuss policy issues
5/4/2016	Meet and Greet with Del Richardson at the Oveal Williams Senior Citizens Center 5:30 p.m. - 7:30 p.m.
5/4/2016	City of Corpus Christi issues Building Permit for Program Field Office
5/4/2016	Port's contractor began foundation site work for Program Field Office
5/5/2016	Port installed security access gate at Program Field Office site
5/5/2016	Community Relations Staff Mtg. to discuss Hillcrest Program
5/6/2016	ModSpace sets modular office units on foundation
5/6/2016	368 letters mailed out to owners
5/7/2016	Communications - Caller Times - New bridge project off to hopeful start <a href="http://www.caller.com/columnists/nick-jimenez/new-bridge-project-off-to-hopeful-start-27aa034b-fad6-51df-e053-0100007f44e8-378539595.html">http://www.caller.com/columnists/nick-jimenez/new-bridge-project-off-to-hopeful-start-27aa034b-fad6-51df-e053-0100007f44e8-378539595.html</a>

Date	Activity
5/9/2016	Communications -Caller Times - Alliance meets with firm handling voluntary program <a href="http://www.caller.com/news/building-our-future/bridge/alliance-meets-with-firm-handling-voluntary-program-3269664c-ffc7-1832-e053-0100007fea7a-378732561.html">http://www.caller.com/news/building-our-future/bridge/alliance-meets-with-firm-handling-voluntary-program-3269664c-ffc7-1832-e053-0100007fea7a-378732561.html</a>
5/9/2016	Citizens Alliance for Fairness and Progress meeting
5/11/2016	Policy workshop with DRA 9:00 a.m. – 5:00 p.m.
5/11/2016	Communications -Caller Times - Alliance meets with firm handling voluntary program <a href="http://www.caller.com/news/building-our-future/bridge/alliance-meets-with-firm-handling-voluntary-program-3269664c-ffc7-1832-e053-0100007fea7a-378732561.html">http://www.caller.com/news/building-our-future/bridge/alliance-meets-with-firm-handling-voluntary-program-3269664c-ffc7-1832-e053-0100007fea7a-378732561.html</a>
5/11/2016	Hillcrest resident meeting with Ron Navarro and Commissioner Canales
5/11/2016	Policy workshop with DRA 9:00 a.m. – 5:00 p.m.
5/12/2016	TxDOT Action Plan Meeting at Ortiz Center 9:00 a.m. – 1:00 p.m.
5/12/2016	Harbor Bridge Community Advisory Board Kick Off Meeting at Oveal Williams Seniors Citizens Center 6:00 p.m. – 7:30 p.m.
5/12/2016	<b>Communications- Kiiitv.com - Community Advisory Board meeting for New Harbor Bridge Thursday night</b> <a href="http://www.kiiitv.com/story/31954308/community-advisory-board-meeting-for-new-harbor-bridge-thursday-night">http://www.kiiitv.com/story/31954308/community-advisory-board-meeting-for-new-harbor-bridge-thursday-night</a>
5/12/2016	Communications - Caller Times - Advisory board to bridge Hillcrest, TxDOT <a href="http://www.caller.com/news/building-our-future/bridge/-meeting-discusses-advisory-board-for-harbor-bridge-acquisition-program-327e3af0-bb41-64c5-e053-0100-379251271.html">http://www.caller.com/news/building-our-future/bridge/-meeting-discusses-advisory-board-for-harbor-bridge-acquisition-program-327e3af0-bb41-64c5-e053-0100-379251271.html</a>
5/12/2016	<b>Communications - Kiiitv.com - Creating Advisory Board for Land Acquisition</b> <a href="http://www.kiiitv.com/story/31961743/creating-advisory-board-for-land-acquisition">http://www.kiiitv.com/story/31961743/creating-advisory-board-for-land-acquisition</a>
5/13/2016	Program Field Office passes water and sewer service inspection



Date	Activity
5/16/2016	Meeting with Sandra Alvarez, DRA
5/17/2016	DRA monthly program update to the Port Commission
5/17/2016	FHWA meeting to discuss implementation of the Voluntary Resolution Agreement at the Ortiz Center 3:00 p.m. – 5:00 pm.
5/18/2016	Program Field Office passes electrical inspection
5/19/2016	Community Relations Staff Mtg. to discuss Hillcrest Program
5/19/2016	Communications - Posted the DRA Neighborhood Group information Meeting Flyers in English and Spanish. I also sent the flyer to all registered participants.
5/20/2016	Weekly conference call with DRA and TxDot to discuss program implementation
5/20/2016	Temporary Certificate of Occupancy issued for the Program Field Office, contingent upon pending WPI-2 certification
5/24/2016	Hillcrest Policy Workshop for property owners – 9:00 a.m.
5/24/2016	Hillcrest Policy Workshop for property owners – 5:30 p.m.
5/25/2016	Community Relations Staff Mtg. to discuss Hillcrest Program
5/25/2016	Hillcrest Policy Workshop for business owners - 10:00 a.m.
5/26/2016	Hillcrest Policy Workshop for tenants - 9:00 a.m.
5/26/2015	Hillcrest Policy Workshop for tenants - 1:00 p.m.
5/26/2015	Hillcrest Policy Workshop for tenants - 5:30 pm
5/26/2016	Weekly conference call with DRA and TxDot to discuss program implementation
5/31/2016	IT added Google Analytics to the website

- |     |  |      |
|-----|--|------|
| (a) | Total parcels acquired by ROW Contractor /total eligible parcels                                       | None |
| (b) | Information on appraisals performed on specific properties<br>None                                     |      |
| (c) | Relocation assistance provided and to whom (owner or tenant)   | None |
| (d) | Restrictive covenant purchases and to whom<br>None   |      |
| (e) | Title work performed   | None |
| (f) | Other services related to relocation of residents during reporting period                              |      |
|     | Held policy workshops for all different tenants. Agendas and presentations are part of the Appendix B. |      |
| (g) | Summary of Port's ROW Contractor Disadvantaged Business Enterprise (DBE) % Goal                        |      |

## **Appendix B: Port of Corpus Christi Supplemental Information**

- B.1. Agenda Hillcrest Voluntary Acquisition & Relocation Program Conference Meeting 5.6.16  
Time: 2 PM CT
- B.2. Agenda Neighborhood Voluntary Acquisition Plan meeting 5.12.16
- B.3. Agenda Hillcrest / Washington-Coles Voluntary Acquisition & Relocation Program Conference Meeting 5.13.16 Time: 2 PM CT
- B.4. Business Acquisition Hillcrest Presentation
- B.5. Residential Acquisition Owner Occupied Hillcrest Presentation
- B.6. Agenda Hillcrest Voluntary Acquisition & Relocation Program Conference Meeting 5.20.1  
Time: 2 PM CT
- B.7. Agenda Hillcrest / Washington-Coles Voluntary Acquisition & Relocation Program Conference Meeting 5.26.16 Time: 3 PM CT
- B.8. Business Relocation Presentation
- B.9. Residential Relocation Owner Occupied Presentation
- B.10. Modular Building site-unity-plan
- B.11. IND-SC-2005\_EPLEX-12X56-TX
- B.12. Application Certificate of Compliance
- B.13. Site & signage photos
- B.14. Building permit
- B.15. Monthly disbursement report

# Port of Corpus Christi Authority

## MONTHLY FINANCIAL RESULTS

● KEY METRICS	1
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● STATEMENT OF REVENUES AND EXPENSES	3
● STATEMENT OF REVENUES AND EXPENSES-BY DIVISION	4
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● RAIL CARS	10
● CAPITAL PROJECTS	11
● BOND PROJECT PROCEEDS	12

April 2016



**PORT CORPUS CHRISTI™**

203/223

# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### KEY METRICS

OPERATING REVENUES	OPERATING EXPENSES	NET INCOME(LOSS)	TONNAGE	SHIPS AND BARGES	CAPITAL PROJECTS
<b>\$ 25,592,889</b>	<b>\$ 18,103,111</b>	<b>\$ 3,889,679</b>	<b>30,317,834</b>	<b>5,277</b>	<b>\$ 12,317,593</b>
↓ -5% Actual	↑ 13% Actual	↑ 62% Actual	↓ -11% Actual	↓ -16% Actual	
↓ -13% Budget	↓ -10% Budget	↓ -28% Budget			↓ -30% Budget

### ALL METRICS

METRIC	YTD 2016 ACTUAL	YTD 2015 ACTUAL	% CHANGE	YTD 2016 BUDGET	% CHANGE
ASSETS	\$ 633,852,182	\$ 485,384,745	↑ 31%		
CASH & INVESTMENTS	\$ 168,213,202	\$ 162,235,900	↑ 4%		
ACCOUNTS RECEIVABLE	\$ 13,020,707	\$ 10,870,411	↑ 20%		
RESTRICTED ASSETS	\$ 81,942,606	\$ 35,526	↑ 230,555%		
LIABILITIES	\$ 141,916,839	\$ 27,484,182	↑ 416%		
NET POSITION	\$ 493,894,232	\$ 457,900,563	↑ 8%		
OPERATING REVENUES	\$ 25,592,889	\$ 26,951,948	↓ -5%	\$ 29,446,891	↓ -13%
OPERATING EXPENSES	\$ 18,103,111	\$ 15,962,664	↑ 13%	\$ 20,008,853	↓ -10%
NET OPERATING INCOME (LOSS)	\$ 7,489,778	\$ 10,989,284	↓ -32%	\$ 9,438,038	↓ -21%
NON OPERATING REVENUE (EXPENSES)	\$ (3,600,099)	\$ (8,583,308)	↑ 58%	\$ (4,058,493)	↓ -11%
NET INCOME (LOSS)	\$ 3,889,679	\$ 2,405,976	↑ 62%	\$ 5,379,545	↓ -28%
TONNAGE	30,317,834	33,995,091	↓ -11%		
SHIPS	525	562	↓ -7%		
BARGES	1,647	2,027	↓ -19%		
SHIPS & BARGES	2,172	2,589	↓ -16%		
RAIL CARS	5,277	5,845	↓ -10%		
CAPITAL PROJECTS	\$ 12,317,593			\$ 17,485,433	↓ -30%

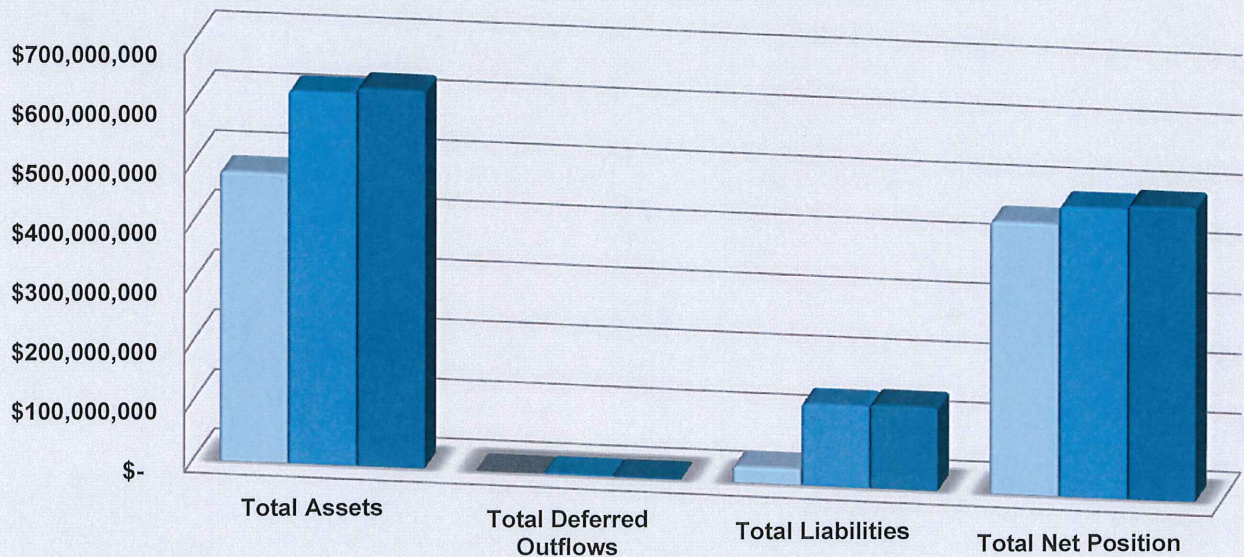
# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### STATEMENT OF NET POSITION

	April	December	Annual Change	%	April	Year-Over-Year Change	%
	2016	2015			2015		
Cash/ Investments A/R	\$ 168,213,202	\$ 155,618,723	\$ 12,594,479	8%	\$ 162,235,900	\$ 5,977,302	4%
Restricted Assets	\$ 13,020,707	\$ 17,592,762	\$ (4,572,055)	-26%	\$ 10,870,411	\$ 2,150,296	20%
P P & E, net	\$ 81,942,606	\$ 90,967,295	\$ (9,024,689)	-10%	\$ 35,526	\$ 81,907,080	230,555%
Other	\$ 363,929,645	\$ 355,995,268	\$ 7,934,377	2%	\$ 302,294,374	\$ 61,635,271	20%
<b>Total Assets</b>	<b>\$ 633,852,182</b>	<b>\$ 624,142,035</b>	<b>\$ 9,710,147</b>	<b>2%</b>	<b>\$ 485,384,745</b>	<b>\$ 148,467,437</b>	<b>31%</b>
Deferred Outflows-Pension	\$ 1,958,889	\$ 1,958,889	\$ -	0%	\$ -	\$ 1,958,889	100%
<b>Total Deferred Outflows</b>	<b>\$ 1,958,889</b>	<b>\$ 1,958,889</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ 1,958,889</b>	<b>100%</b>
Current Liabilities	\$ 9,810,991	\$ 7,241,469	\$ 2,569,522	35%	\$ 5,490,709	\$ 4,320,282	79%
Unearned Income	\$ 12,720,699	\$ 12,401,441	\$ 319,258	3%	\$ 18,010,877	\$ (5,290,178)	-29%
Long-term Debt	\$ 115,000,000	\$ 115,000,000	\$ -	0%	\$ -	\$ 115,000,000	100%
Other	\$ 4,385,149	\$ 4,347,870	\$ 37,279	1%	\$ 3,982,596	\$ 402,553	10%
<b>Total Liabilities</b>	<b>\$ 141,916,839</b>	<b>\$ 138,990,780</b>	<b>\$ 2,926,059</b>	<b>2%</b>	<b>\$ 27,484,182</b>	<b>\$ 114,432,657</b>	<b>416%</b>
Investment in Net Assets	\$ 286,320,384	\$ 287,147,608	\$ (827,224)	0%	\$ 293,328,435	\$ (7,008,051)	-2%
Restricted Net Position	\$ 36,042,968	\$ 36,153,709	\$ (110,741)	0%	\$ 35,527	\$ 36,007,441	101,352%
Unrestricted Net Position	\$ 171,530,880	\$ 163,808,827	\$ 7,722,053	5%	\$ 164,536,601	\$ 6,994,279	4%
<b>Total Net Position</b>	<b>\$ 493,894,232</b>	<b>\$ 487,110,144</b>	<b>\$ 6,784,088</b>	<b>1%</b>	<b>\$ 457,900,563</b>	<b>\$ 35,993,669</b>	<b>8%</b>

### Statement of Net Position



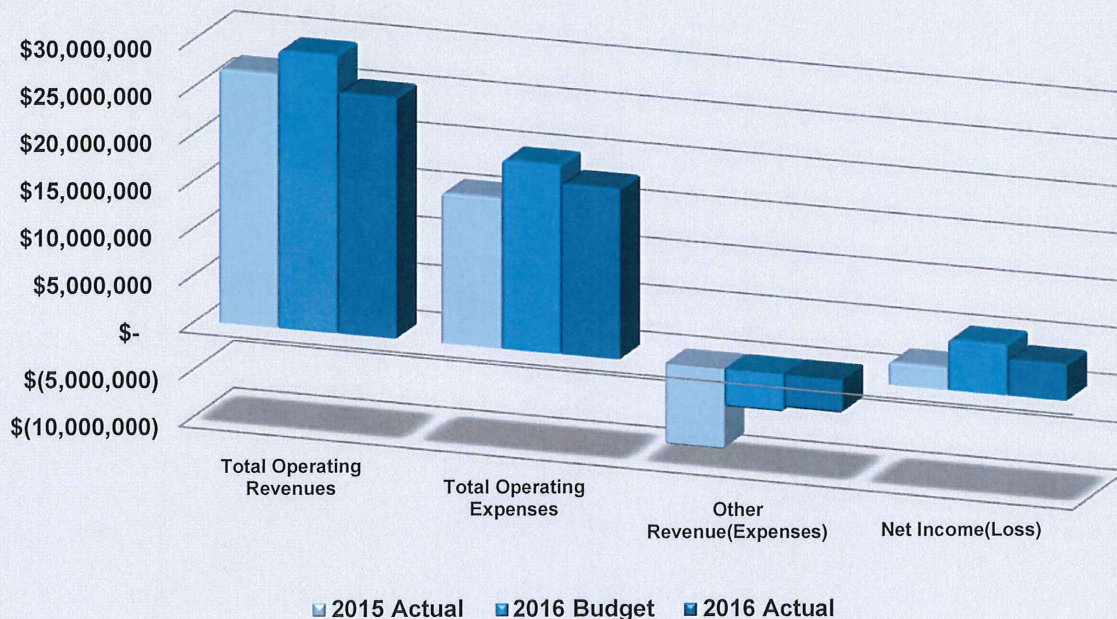
# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### STATEMENT OF REVENUES AND EXPENSES

	April			Change			
	2016		2015	Budget	%	Actual	%
	Actual	Budget	Actual				
Wharfage	\$ 13,272,624	\$ 15,571,145	\$ 14,686,327	\$ (2,298,521)	-15%	\$ (1,413,703)	-10%
Dockage	\$ 4,062,115	\$ 5,151,216	\$ 4,900,855	\$ (1,089,101)	-21%	\$ (838,740)	-17%
Security	\$ 1,945,160	\$ 2,377,507	\$ 2,176,969	\$ (432,347)	-18%	\$ (231,809)	-11%
Other Shipping Services	\$ 2,418,964	\$ 3,190,157	\$ 2,335,918	\$ (771,193)	-24%	\$ 83,046	4%
Building and Land Rental	\$ 3,894,026	\$ 3,156,866	\$ 2,851,879	\$ 737,160	23%	\$ 1,042,147	37%
<b>Total Operating Revenues</b>	<b>\$ 25,592,889</b>	<b>\$ 29,446,891</b>	<b>\$ 26,951,948</b>	<b>\$ (3,854,002)</b>	<b>-13%</b>	<b>\$ (1,359,059)</b>	<b>-5%</b>
Employee Services	\$ 6,952,110	\$ 7,667,993	\$ 5,727,028	\$ (715,883)	-9%	\$ 1,225,082	21%
Maintenance	\$ 1,653,305	\$ 2,280,677	\$ 1,303,761	\$ (627,372)	-28%	\$ 349,544	27%
Utilities/ Telephone	\$ 475,949	\$ 438,633	\$ 489,623	\$ 37,316	9%	\$ (13,674)	-3%
Insurance	\$ 576,109	\$ 696,130	\$ 645,374	\$ (120,021)	-17%	\$ (69,265)	-11%
Prof/ Contracted Services	\$ 2,092,901	\$ 2,418,422	\$ 1,955,631	\$ (325,521)	-13%	\$ 137,270	7%
Operator/ Event Expenses	\$ 517,805	\$ 444,080	\$ 451,412	\$ 73,725	17%	\$ 66,393	15%
Admin/Trade Dvlp/Other	\$ 1,451,715	\$ 1,435,639	\$ 1,317,557	\$ 16,076	1%	\$ 134,158	10%
Depreciation	\$ 4,383,217	\$ 4,627,279	\$ 4,072,278	\$ (244,062)	-5%	\$ 310,939	8%
<b>Total Operating Expenses</b>	<b>\$ 18,103,111</b>	<b>\$ 20,008,853</b>	<b>\$ 15,962,664</b>	<b>\$ (1,905,742)</b>	<b>-10%</b>	<b>\$ 2,140,447</b>	<b>13%</b>
<b>Net Operating Income(Loss)</b>	<b>\$ 7,489,778</b>	<b>\$ 9,438,038</b>	<b>\$ 10,989,284</b>	<b>\$ (1,948,260)</b>	<b>-21%</b>	<b>\$ (3,499,506)</b>	<b>-32%</b>
Interest Income	\$ 733,879	\$ 237,973	\$ 232,829	\$ 495,906	208%	\$ 501,050	215%
Other Revenue	\$ 49,156	\$ 83,516	\$ 48,874	\$ (34,360)	-41%	\$ 282	1%
Gain(Loss) Disposal of Assets	\$ -	\$ -	\$ (5,864,620)	\$ -	-	\$ 5,864,620	-100%
Interest/Bond Expense	\$ (1,383,134)	\$ (1,379,982)	\$ (340)	\$ (3,152)	0%	\$ (1,382,794)	406,704%
Other Expense	\$ (3,000,000)	\$ (3,000,000)	\$ (3,000,051)	\$ -	0%	\$ 51	0%
<b>Other Revenue(Expenses)</b>	<b>\$ (3,600,099)</b>	<b>\$ (4,058,493)</b>	<b>\$ (8,583,308)</b>	<b>\$ 458,394</b>	<b>11%</b>	<b>\$ 4,983,209</b>	<b>58%</b>
<b>Net Income(Loss)</b>	<b>\$ 3,889,679</b>	<b>\$ 5,379,545</b>	<b>\$ 2,405,976</b>	<b>\$ (1,489,866)</b>	<b>-28%</b>	<b>\$ 1,483,703</b>	<b>62%</b>

### Statement of Revenues & Expenses



# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

<u>Public Oil Docks</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 8,310,165	\$ 10,409,726	\$ (2,099,561)
Operating Expenses	\$ (675,081)	\$ (777,918)	\$ 102,837
<b>Net Operating Income(Loss)</b>	<b>\$ 7,635,084</b>	<b>\$ 9,631,808</b>	<b>\$ (1,996,724)</b>
Other Revenue(Expenses)	\$ (335,996)	\$ (335,996)	\$ -
<b>Net Income(Loss)</b>	<b>\$ 7,299,088</b>	<b>\$ 9,295,812</b>	<b>\$ (1,996,724)</b>

<u>Private Oil Docks</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 5,326,840	\$ 4,936,068	\$ 390,772
Operating Expenses	\$ (12,991)	\$ (16,932)	\$ 3,941
<b>Net Operating Income(Loss)</b>	<b>\$ 5,313,849</b>	<b>\$ 4,919,136</b>	<b>\$ 394,713</b>
Other Revenue(Expenses)	\$ -	\$ -	\$ -
<b>Net Income(Loss)</b>	<b>\$ 5,313,849</b>	<b>\$ 4,919,136</b>	<b>\$ 394,713</b>

<u>Dry Cargo Docks</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 2,035,655	\$ 3,476,216	\$ (1,440,561)
Operating Expenses	\$ (1,294,621)	\$ (939,462)	\$ (355,159)
<b>Net Operating Income(Loss)</b>	<b>\$ 741,034</b>	<b>\$ 2,536,754</b>	<b>\$ (1,795,720)</b>
Other Revenue(Expenses)	\$ -	\$ -	\$ -
<b>Net Income(Loss)</b>	<b>\$ 741,034</b>	<b>\$ 2,536,754</b>	<b>\$ (1,795,720)</b>

<u>Bulk Terminal</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 3,364,197	\$ 3,221,851	\$ 142,346
Operating Expenses	\$ (1,810,551)	\$ (2,265,620)	\$ 455,069
<b>Net Operating Income(Loss)</b>	<b>\$ 1,553,646</b>	<b>\$ 956,231</b>	<b>\$ 597,415</b>
Other Revenue(Expenses)	\$ 2	\$ (332)	\$ 334
<b>Net Income(Loss)</b>	<b>\$ 1,553,648</b>	<b>\$ 955,899</b>	<b>\$ 597,749</b>

<u>Conference Center</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 792,509	\$ 658,063	\$ 134,446
Operating Expenses	\$ (822,596)	\$ (762,537)	\$ (60,059)
<b>Net Operating Income(Loss)</b>	<b>\$ (30,087)</b>	<b>\$ (104,474)</b>	<b>\$ 74,387</b>
Other Revenue(Expenses)	\$ 2,340	\$ 1,146	\$ 1,194
<b>Net Income(Loss)</b>	<b>\$ (27,747)</b>	<b>\$ (103,328)</b>	<b>\$ 75,581</b>

# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

<u>Property and Buildings</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 2,586,720	\$ 3,383,206	\$ (796,486)
Operating Expenses	\$ (1,553,845)	\$ (2,566,522)	\$ 1,012,677
<b>Net Operating Income(Loss)</b>	<b>\$ 1,032,875</b>	<b>\$ 816,684</b>	<b>\$ 216,191</b>
Other Revenue(Expenses)	\$ (548,633)	\$ (548,631)	\$ (2)
<b>Net Income(Loss)</b>	<b>\$ 484,242</b>	<b>\$ 268,053</b>	<b>\$ 216,189</b>

<u>Other Facilities</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 1,214,935	\$ 907,946	\$ 306,989
Operating Expenses	\$ (1,017,381)	\$ (877,787)	\$ (139,594)
<b>Net Operating Income(Loss)</b>	<b>\$ 197,554</b>	<b>\$ 30,159</b>	<b>\$ 167,395</b>
Other Revenue(Expenses)	\$ (3,495,354)	\$ (3,495,355)	\$ 1
<b>Net Income(Loss)</b>	<b>\$ (3,297,800)</b>	<b>\$ (3,465,196)</b>	<b>\$ 167,396</b>

<u>Port Security</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 1,959,011	\$ 2,453,815	\$ (494,804)
Operating Expenses	\$ (3,127,155)	\$ (3,156,061)	\$ 28,906
<b>Net Operating Income(Loss)</b>	<b>\$ (1,168,144)</b>	<b>\$ (702,246)</b>	<b>\$ (465,898)</b>
Other Revenue(Expenses)	\$ 4	\$ -	\$ 4
<b>Net Income(Loss)</b>	<b>\$ (1,168,140)</b>	<b>\$ (702,246)</b>	<b>\$ (465,894)</b>

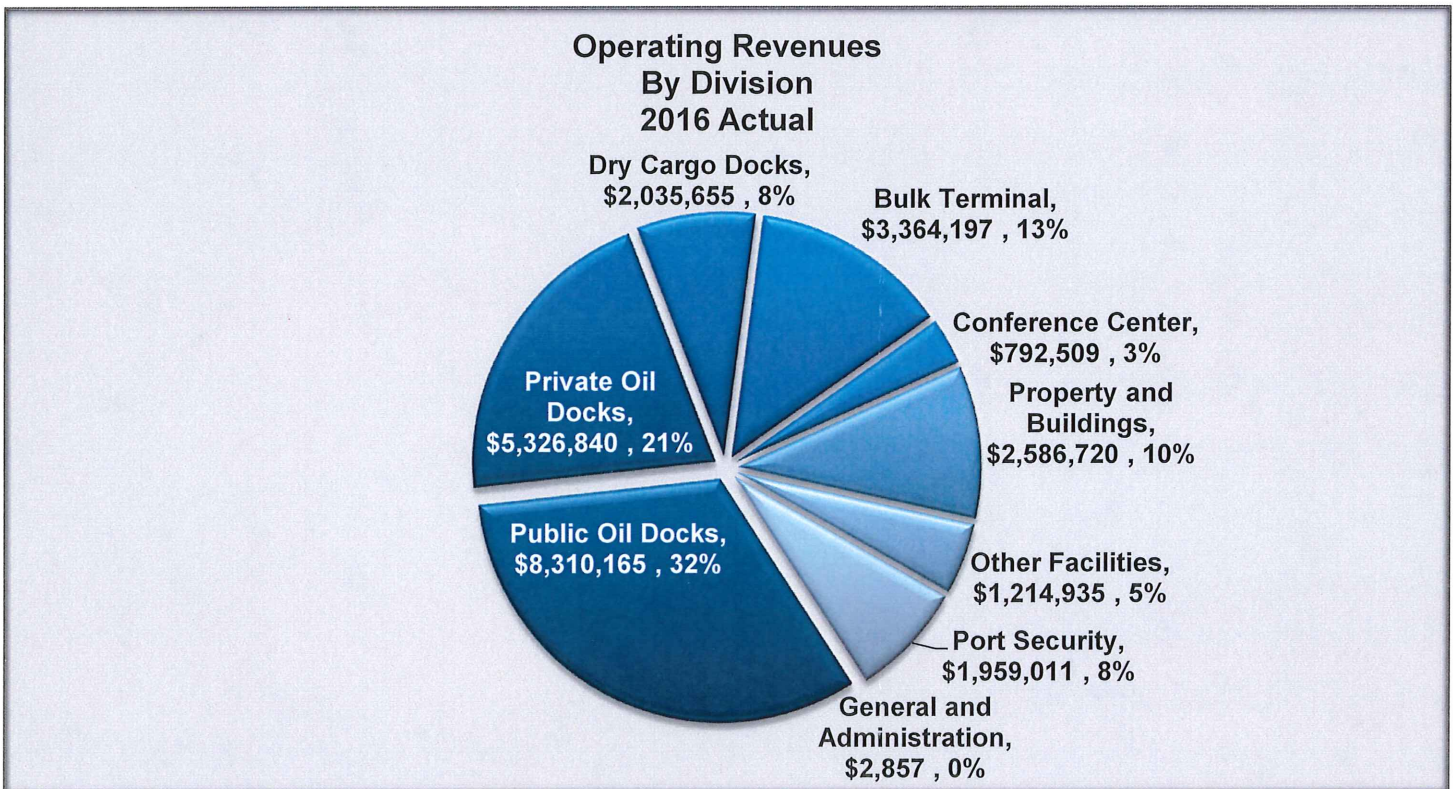
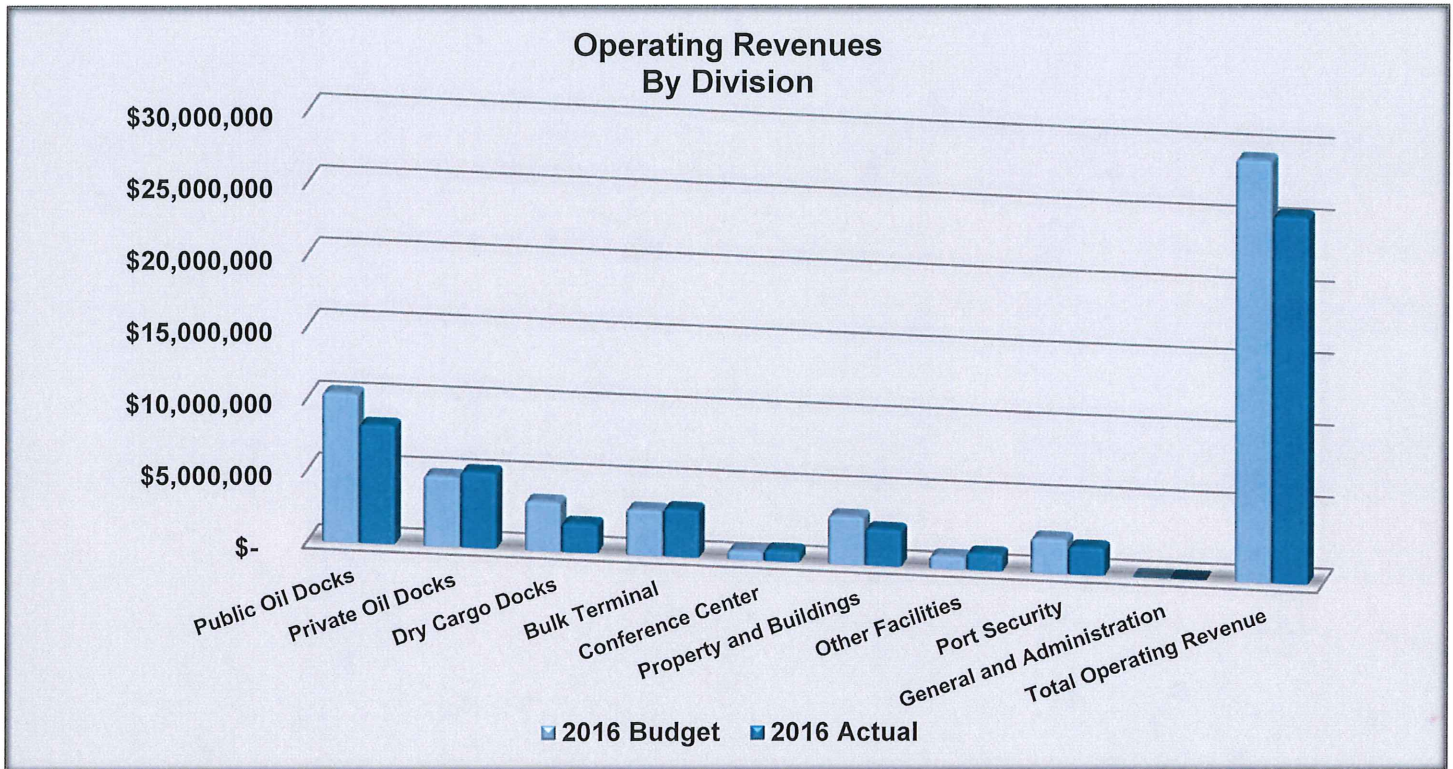
<u>General and Administration</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 2,857	\$ -	\$ 2,857
Operating Expenses	\$ (7,788,890)	\$ (8,646,014)	\$ 857,124
<b>Net Operating Income(Loss)</b>	<b>\$ (7,786,033)</b>	<b>\$ (8,646,014)</b>	<b>\$ 859,981</b>
Other Revenue(Expenses)	\$ 777,538	\$ 320,675	\$ 456,863
<b>Net Income(Loss)</b>	<b>\$ (7,008,495)</b>	<b>\$ (8,325,339)</b>	<b>\$ 1,316,844</b>

<u>Total</u>	April		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 25,592,889	\$ 29,446,891	\$ (3,854,002)
Operating Expenses	\$ (18,103,111)	\$ (20,008,853)	\$ 1,905,742
<b>Net Operating Income(Loss)</b>	<b>\$ 7,489,778</b>	<b>\$ 9,438,038</b>	<b>\$ (1,948,260)</b>
Other Revenue(Expenses)	\$ (3,600,099)	\$ (4,058,493)	\$ 458,394
<b>Net Income(Loss)</b>	<b>\$ 3,889,679</b>	<b>\$ 5,379,545</b>	<b>\$ (1,489,866)</b>



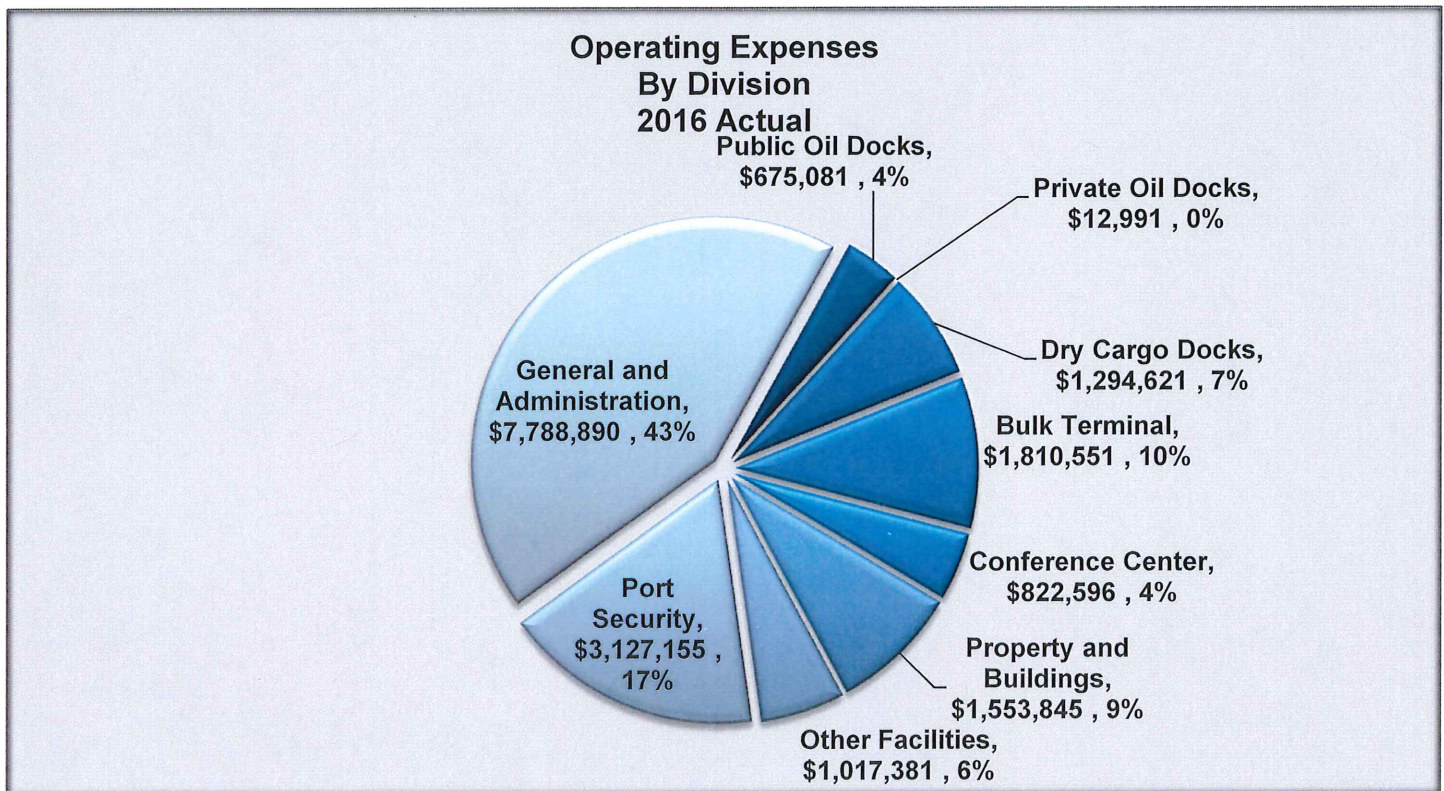
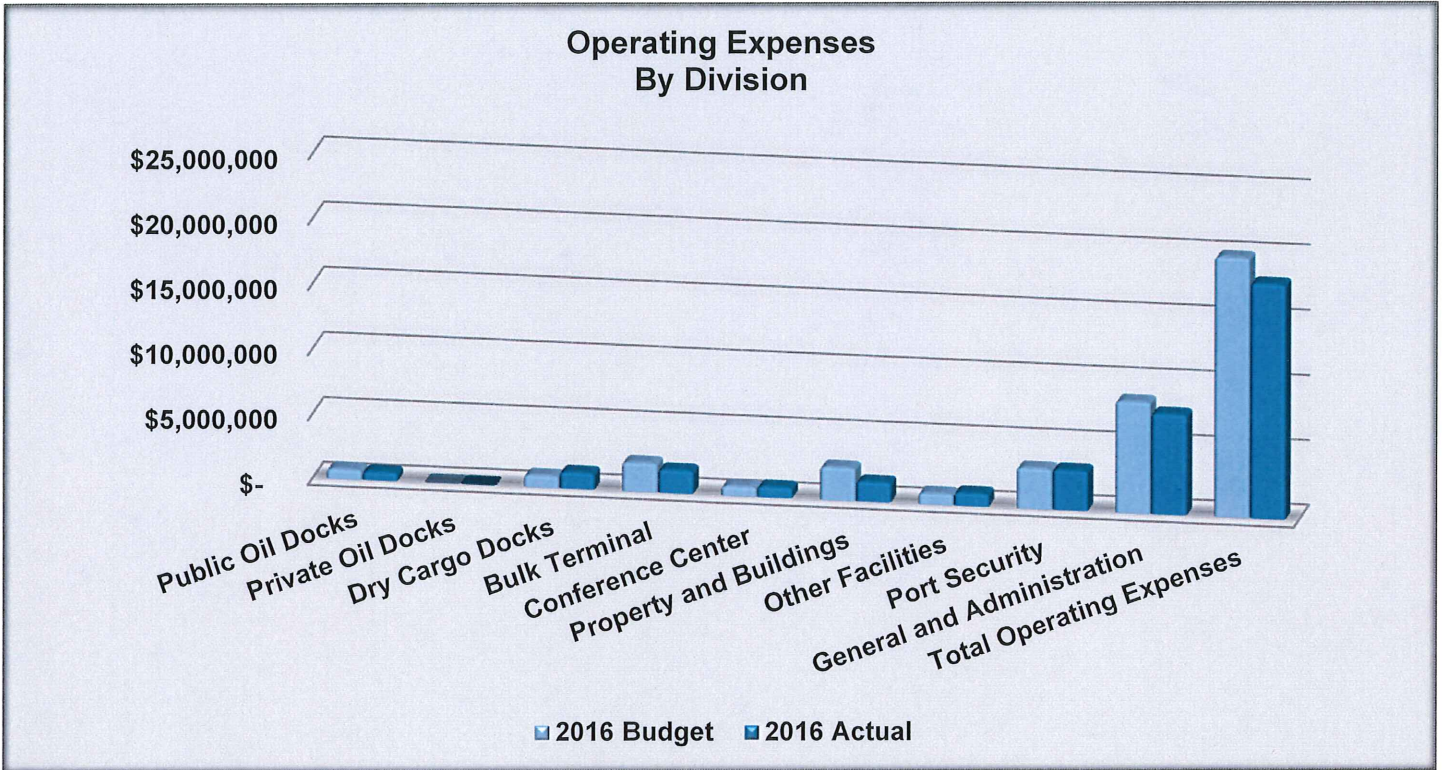
# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS



# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

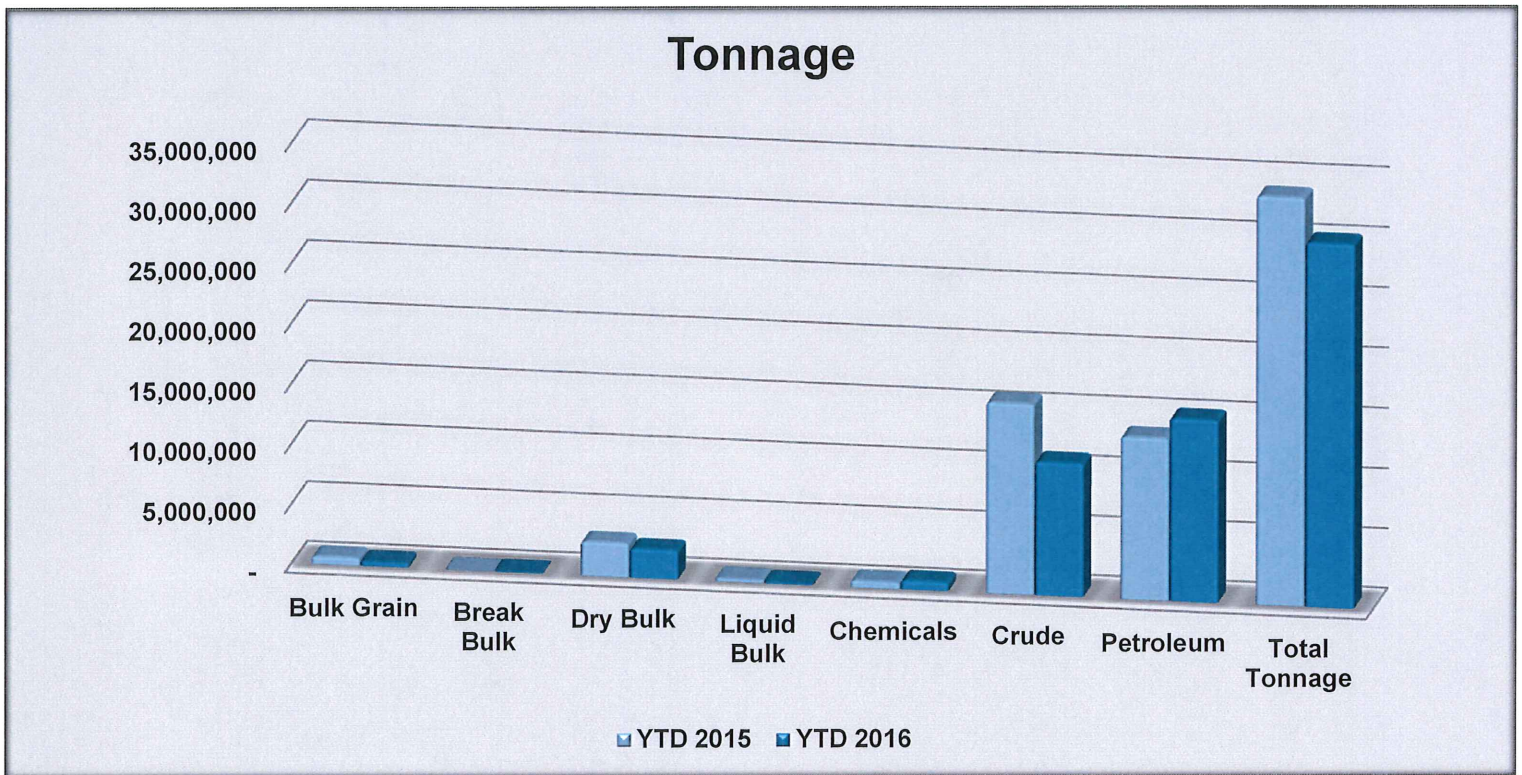


# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### TONNAGE

	April		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2016	2015			2016	2015		
Bulk Grain	99,177	53,936	45,241	84%	427,490	674,974	(247,484)	-37%
Break Bulk	18,837	(1,600)	20,437	-1277%	75,865	34,576	41,289	119%
Dry Bulk	679,595	615,678	63,917	10%	2,453,791	2,874,618	(420,827)	-15%
Liquid Bulk	48,083	15,522	32,561	210%	163,315	308,597	(145,282)	-47%
Chemicals	142,230	196,631	(54,401)	-28%	754,801	584,103	170,698	29%
Crude	2,455,297	3,754,104	(1,298,807)	-35%	11,188,185	15,941,290	(4,753,105)	-30%
Petroleum	3,491,547	3,733,758	(242,211)	-6%	15,254,387	13,576,933	1,677,454	12%
<b>Total Tonnage</b>	<b>6,934,766</b>	<b>8,368,029</b>	<b>(1,433,263)</b>	<b>-17%</b>	<b>30,317,834</b>	<b>33,995,091</b>	<b>(3,677,257)</b>	<b>-11%</b>



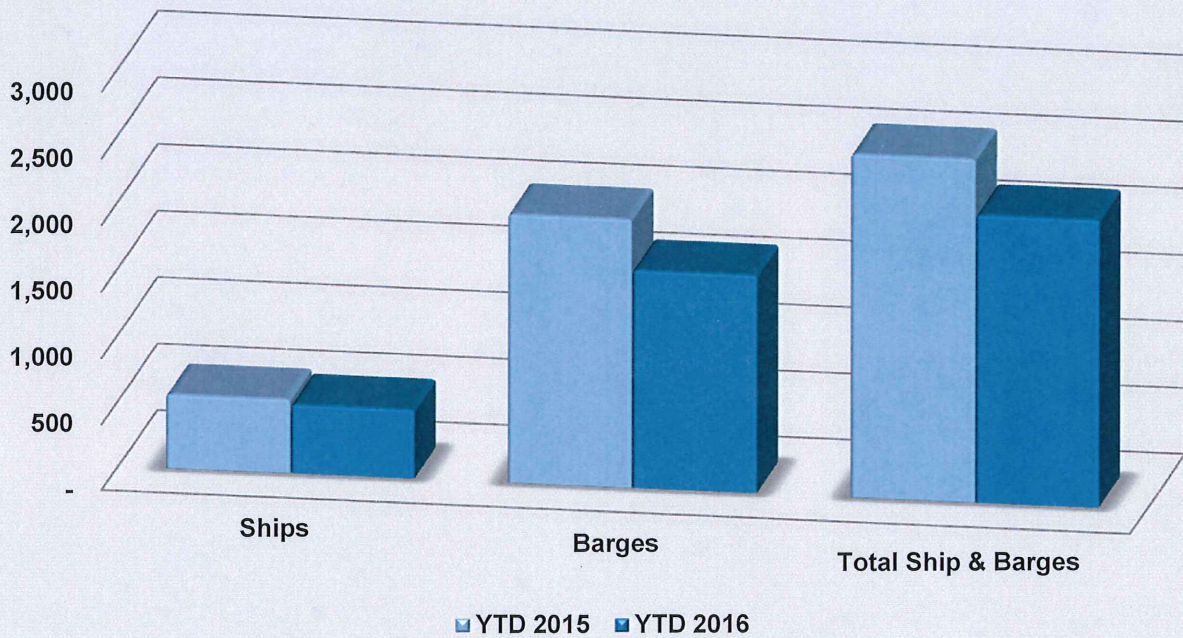
# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### SHIP & BARGE MOVEMENTS

	April		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2016	2015			2016	2015		
Ships	118	154	(36)	-23%	525	562	(37)	-7%
Barges	403	465	(62)	-13%	1,647	2,027	(380)	-19%
<b>Total Ship &amp; Barges</b>	<b>521</b>	<b>619</b>	<b>(98)</b>	<b>-16%</b>	<b>2,172</b>	<b>2,589</b>	<b>(417)</b>	<b>-16%</b>

### Ships & Barges

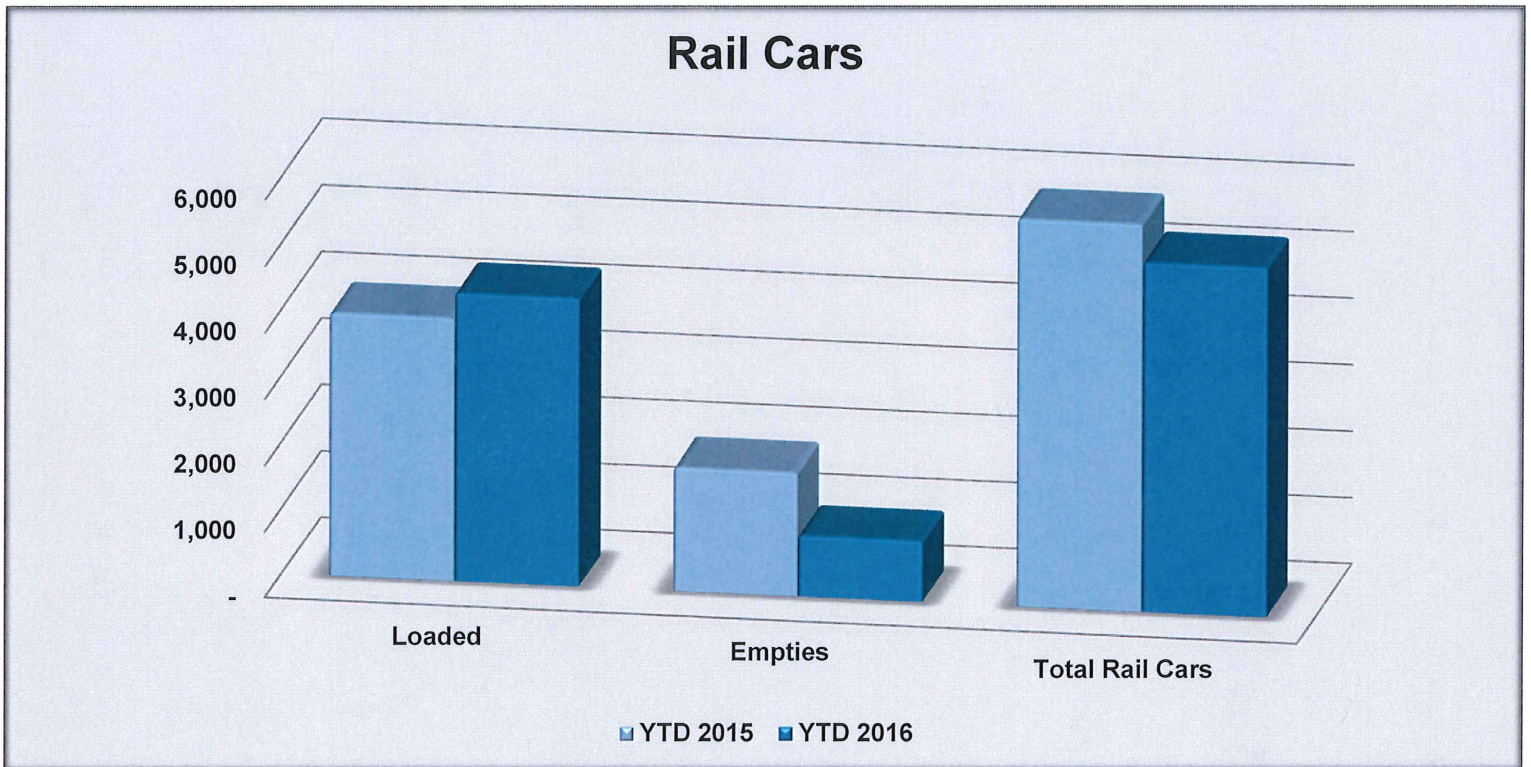


# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### RAIL CARS

	April		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2016	2015			2016	2015		
Loaded	1,242	647	595	92%	4,347	3,968	379	10%
Empties	214	575	(361)	-63%	930	1,877	(947)	-50%
<b>Total Rail Cars</b>	<b>1,456</b>	<b>1,222</b>	<b>234</b>	<b>19%</b>	<b>5,277</b>	<b>5,845</b>	<b>(568)</b>	<b>-10%</b>

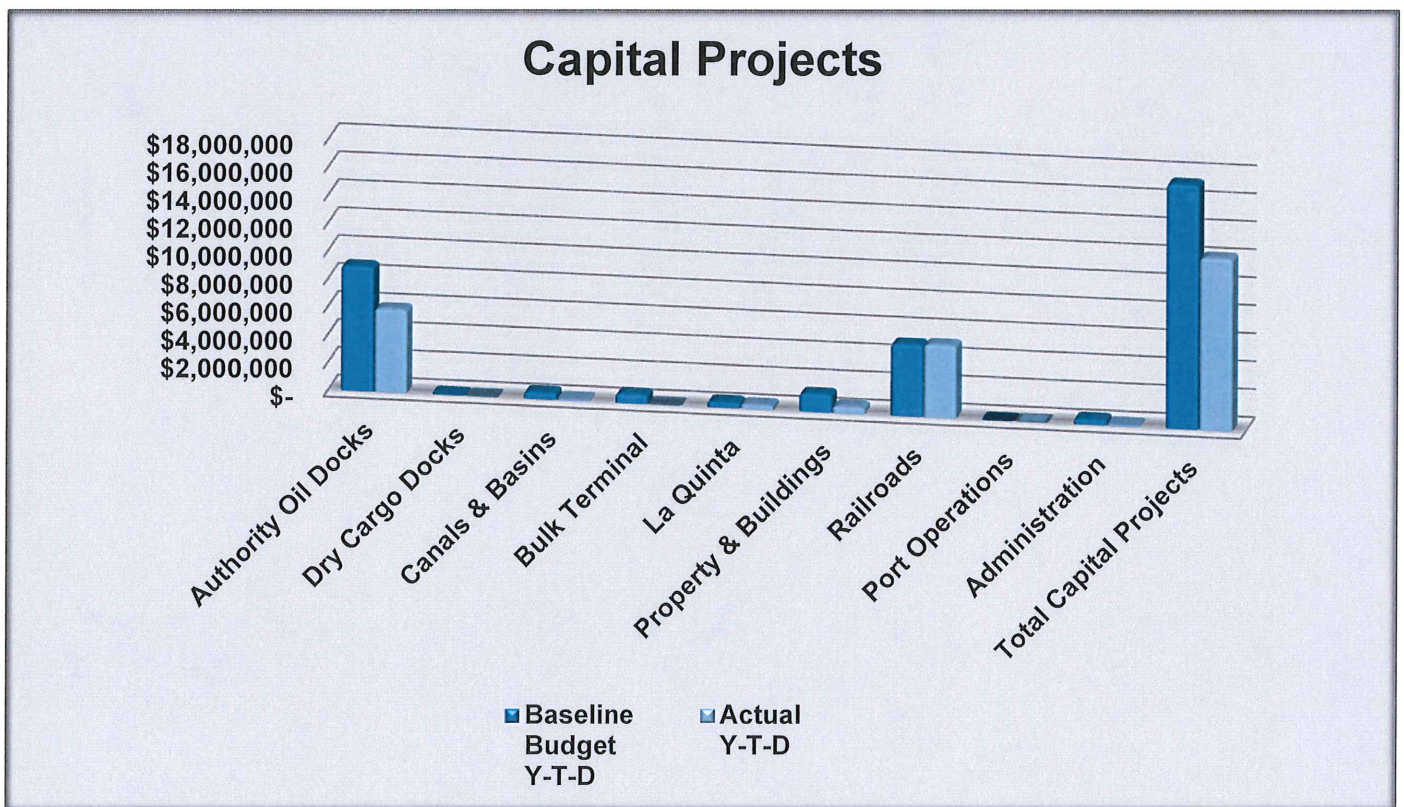


# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### CAPITAL PROJECTS

	Annual Budget	Actual Y-T-D	Balance Remaining	Baseline Budget Y-T-D	Actual Y-T-D	Variance
Authority Oil Docks	\$ 13,530,000	\$ 5,970,977	\$ 7,559,023	\$ 8,935,000	\$ 5,970,977	\$ (2,964,023)
Dry Cargo Docks	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 45,000	\$ -	\$ (45,000)
Canals & Basins	\$ 23,996,321	\$ 119,291	\$ 23,877,030	\$ 502,600	\$ 119,291	\$ (383,309)
Bulk Terminal	\$ 5,397,500	\$ 5,902	\$ 5,391,598	\$ 687,500	\$ 5,902	\$ (681,598)
La Quinta	\$ 9,637,500	\$ 346,378	\$ 9,291,122	\$ 440,000	\$ 346,378	\$ (93,622)
Property & Buildings	\$ 36,196,305	\$ 513,083	\$ 35,683,222	\$ 1,315,000	\$ 513,083	\$ (801,917)
Railroads	\$ 17,110,000	\$ 5,216,765	\$ 11,893,235	\$ 5,150,000	\$ 5,216,765	\$ 66,765
Port Operations	\$ 1,086,000	\$ 16,900	\$ 1,069,100	\$ -	\$ 16,900	\$ 16,900
Administration	\$ 1,355,000	\$ 128,297	\$ 1,226,703	\$ 410,333	\$ 128,297	\$ (282,036)
<b>Total Capital Projects</b>	<b>\$ 109,508,626</b>	<b>\$ 12,317,593</b>	<b>\$ 97,191,033</b>	<b>\$ 17,485,433</b>	<b>\$ 12,317,593</b>	<b>\$ (5,167,840)</b>

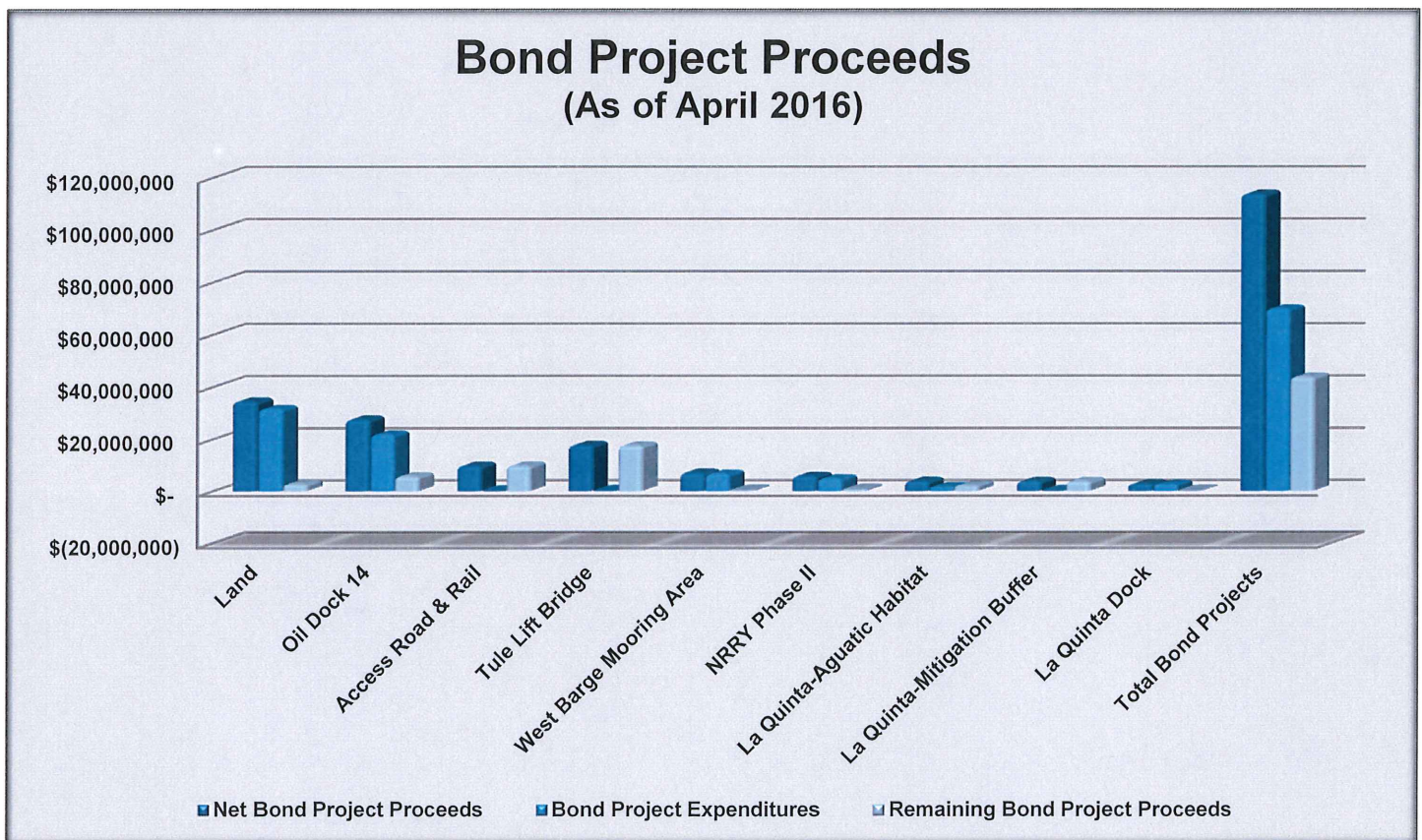


# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### BOND PROJECT PROCEEDS - (As of April 2016)

	Bond Project Proceeds	Bond Issuance Expenses	Net Bond Project Proceeds	Bond Project Expenditures	Remaining Bond Project Proceeds
Land	\$ 34,960,000	\$ 346,544	\$ 34,613,456	\$ 31,759,483	\$ 2,853,973
Oil Dock 14	\$ 28,000,000	\$ 277,552	\$ 27,722,448	\$ 21,875,635	\$ 5,846,813
Access Road & Rail	\$ 10,000,000	\$ 99,126	\$ 9,900,874	\$ (16,551)	\$ 9,917,425
Tule Lift Bridge	\$ 18,000,000	\$ 178,426	\$ 17,821,574	\$ 169,305	\$ 17,652,269
West Barge Mooring Area	\$ 7,280,000	\$ 72,164	\$ 7,207,836	\$ 6,745,927	\$ 461,909
NRRY Phase II	\$ 6,000,000	\$ 59,475	\$ 5,940,525	\$ 5,024,869	\$ 915,656
La Quinta-Aguatic Habitat	\$ 4,020,000	\$ 39,849	\$ 3,980,151	\$ 1,685,853	\$ 2,294,298
La Quinta-Mitigation Buffer	\$ 3,940,000	\$ 39,055	\$ 3,900,945	\$ 20,329	\$ 3,880,616
La Quinta Dock	\$ 2,800,000	\$ 27,755	\$ 2,772,245	\$ 2,670,068	\$ 102,177
<b>Total Bond Projects</b>	<b>\$ 115,000,000</b>	<b>\$ 1,139,946</b>	<b>\$ 113,860,054</b>	<b>\$ 69,934,918</b>	<b>\$ 43,925,136</b>



# PORT OF CORPUS CHRISTI AUTHORITY 2025 STRATEGIC PLAN DASHBOARD

Green = No Issues / On Schedule		Pink = Change in Task Schedule		Yellow = Potential Risk of Date Slip & Impact to Project	Red = Critical Issue; High Potential of Date Slip; Needs Immediate Attention	Blue = Complete			
Goal	Strategic Objective	Team Leader	Action Leader	Tasks	Target Start Date	Target Completion	% Complete	Status	
Strategic Goal #1 Fund Our Vision	Fund Operating Budget, Capital Program and Strategic Opportunities	D DeVries	D Devries D Devries T Fuhrken L Angerstein	Develop Financial Strategy	9/1/14	9/30/16	61%		
				Develop Capital Management System	1/1/16	12/31/16		Not Started	
Develop Performance Dashboard				1/1/16	12/31/16		Not Started		
Enhance Management of Revenue and Payments				4/1/15	12/31/16	15%			
	Manage Business and Operational Risks	D DeVries	D Devries	Identify and Rank Risks	7/1/15	9/30/16	<5%		
Strategic Goal #2 Provide Facilities & Services to Meet Customer Needs	Develop Master Plan and Asset Management Program	D Krams	B Flint	Develop PCCA Facilities Vision and Master Plan	5/1/15	1/6/17	7%	Ongoing	
				Develop Asset Management Program (AMP)	7/1/15	12/31/17	8%	Ongoing	
	Provide Deepwater and Shallow-Draft Waterways Required to Support Maritime and Industrial Development	D Krams	D Koesema	Increase Stakeholder Understanding of Benefits and Value in Channel Improvements	1/1/16	1/2/17	20%	Ongoing	
				Develop Funding Plan for Channel Development/DMPAs	9/1/15	5/31/17	33%	Ongoing	
				Develop Long-Term Plan for Channel Improvements and Dredge Material Management in Addition to Corps Requirements	6/1/16	12/31/17	5%	Ongoing	
	Provide Public Docks & Support Private Facilities to Facilitate Maritime and Industrial Development	D Krams	D Michaelsen	Develop Facilities Plan with Emphasis on Preserving Flexibility to Respond to Market Demands	5/15/15	12/31/16	10%	Ongoing	
				Upgrade and Maintain Existing Docks and Facilities	7/1/16	6/30/17	10%	Ongoing	
				Plan and Develop New Docks and Mooring Areas	1/1/16	11/1/17	15%	Ongoing	
	Provide Surface Infrastructure and Services to Support Maritime and Industrial Development	D Krams	B Flint	Develop Process to Support Private Customer Projects	5/1/15	12/31/16	6%	Ongoing	
				N Fudge	Support Efforts to Expand Regional Water Supply Available to Industry	11/1/15	6/30/17	25%	Ongoing
				N Fudge	Lead Process of Making Utilities Available to Port-Related Properties	11/1/15	6/30/17	8%	Ongoing
				D Michaelsen	Continue Improvement of Rail Access to Support Waterborne Commerce and Port-Related Industry	7/1/15	6/30/17	25%	Ongoing
B Flint				Improve Vehicular Access to Support Waterborne Commerce and Port-Related Industry	7/1/15	6/30/17	12%	Ongoing	
Strategic Goal #3 Sustain Productive Stakeholder Relationships	Build and Sustain Productive Relationships with All Stakeholders	P Cardenas	P Cardenas	Establish Relationship Baseline with Each Stakeholder Group	7/15/15	12/20/20	15%	Ongoing	
			P Cardenas	Create Climate of Trust, Respect and Ownership	6/15/15	Ongoing	N/A	Ongoing	
			J Samu	Publicize and Recognize Successes	6/1/15	12/20/17		Ongoing	
			R Collin	Manage Stakeholders Relationships	6/15/15	Ongoing	30%	Ongoing	
	Operate the Port's Facilities in a Safe, Secure and Efficient Manner	P Cardenas	T Mylett	Address Security Priorities Excluding Sensitive Security Information (SSI)	3/25/15	12/31/20	10%	Ongoing	
			See Team 6	Strive for Safety and Efficiency Excellence	See Item 6B in Team 6 Action Plan.				
Strategic Goal #4 Foster Compatible Industrial and Maritime Development	Proactively Pursue Diversified Port-related Economic Development Opportunities	R Medina	R Medina	Develop Multi-year Marketing Plan for Industrial Development and Increase Cargo to/from the Port	9/1/15	9/1/16		Ongoing	
			S Lopez-Sosa	Vigorously assist Port-related industrial prospects in site selection, project planning and development.	9/1/15	12/1/16	5%	Ongoing	
			R Medina	Identify and pursue general cargo and dry bulk diversification opportunities.	9/1/15	9/1/16	25%	Ongoing	
			8	Lead region in developing infrastructure to attract new waterborne commerce and industrial development.	6/15/15	6/15/19		In Process	
	Ensure Highest and Best Use of Existing Property and Facilities	D Aldrich	D Aldrich	Develop and agree on criteria for "Highest and Best Use."	9/1/15	4/12/16	100%	Ongoing	
			D Aldrich	Develop expanded land use guidance documents.	9/1/15	4/12/16	100%	Ongoing	
	Acquire and Protect Land for Industrial Development and Port-related Infrastructure	D Aldrich	D Aldrich	Develop multi-year plan to acquire and protect properties.	6/1/15	4/12/16	100%	Ongoing	
	Strategic Goal #5 Be an Environmental Leader	Define Environmental Standards in Partnership with Customers	S Garza	S Garza	Define environmental standards that PCCA, our tenants, customers, and vendors will adhere to.	5/1/15	12/31/17	10%	
S Garza				Develop implementation program for environmental standards.	5/1/15	6/30/18	40%		
S Garza D Converse S Ashley				Define compliance verification process and create an annual reporting template/program (Tenant Audit Program, EMS Management Review, Construction Documents, Vendor Selection).	7/1/18	12/31/18	15%		
Continue to Meet and Exceed Regulatory Standards		S Garza	S Garza	Implement environmental standards port-wide.	1/1/18	Ongoing	5%		
			S Garza	Develop and implement regulatory strategy for future environmental regulations.	6/1/16	Ongoing		Not Started	
Engage Environmental Community Proactively		S Garza	S Garza	Verify compliance annually.	Ongoing	Ongoing	10%		
			P Cardenas	Promote environmental leadership message continuously.	6/1/15	Ongoing	60%		
			S Garza	Define template for establishing environmental community engagement by project (existing Bulk Terminal, dredge material placement for next 100 years, and new projects).	1/1/17	Ongoing		Not Started	
Strategic Goal #6 Grow Our People to Staff the Future	Implement Comprehensive Human Resources Strategy	S Davis	M. Euresti	Recruit, select and retain the best people.	3/1/15	Ongoing	N/A	Ongoing	
				Develop people to achieve their potential.	5/1/15	Ongoing	N/A	Ongoing	
				Develop succession planning program.	1/4/00	12/31/16	50%		
	Foster a Safe and Healthy Workplace	S Davis	A Leyva	Foster exceptional safety culture (strive for safety excellence).	12/31/17	Ongoing	35%		
				Identify and promote Port safety values.	12/31/17	Ongoing	35%		
				Develop comprehensive safety and health management system.	7/1/17	Ongoing	20%		
				Improve incident procedures for employees.	7/1/16	Ongoing	35%		
				M Del Rossi	Take Wellness Program to next level.	5/1/15	12/31/16	62%	



***AGENDA ITEM NO. 21***

**Comments from Port Commissioners**

**NO ATTACHMENT**

***AGENDA ITEM NO. 22***

**Executive Session**

**NO ATTACHMENT**

***AGENDA ITEM NO. 23***

**Executive Session**

**NO ATTACHMENT**

***AGENDA ITEM NO. 24***

**Executive Session**

**NO ATTACHMENT**

***AGENDA ITEM NO. 25***

**Executive Session**

**NO ATTACHMENT**

***AGENDA ITEM NO. 26***

**Executive Session**

**NO ATTACHMENT**

***AGENDA ITEM NO. 27***

**Executive Session**

**NO ATTACHMENT**