# PORT OF CORPUS CHRISTI AUTHORITY PROJECT MANUAL



**PORTCORPUSCHRISTI** 

# PREPARED BY: PORT OF CORPUS CHRISTI AUTHORITY DEPARTMENT OF ENGINEERING SERVICES



FOR USE BY DEPARTMENTAL STAFF & ALL ENGINEERING / ARCHITECTURAL CONSULTANTS WORKING FOR THE PORT OF CORPUS CHRISTI AUTHORITY

## PORT OF CORPUS CHRISTI AUTHORITY PROJECT MANUAL TABLE OF CONTENTS

<u>Number</u>	<u>Description</u>	Page No
SECTION 1:	GENERAL STATEMENT	
1.0	Use and Purpose	1
SECTION 2:	DESIGN PHASE SERVICES	
2.0 2.1	Project Manager	
2.2	Scope of Work and Schedule	
2.3	Fees for Professional Services	
2.4	Contract Language	
2.5	Required Contract Documents	
2.6	Project Title and Number	
2.7	Geotechnical Information	6
2.8	Environmental Components	6
2.9	Design Standards	8
2.10	Standard Designs and Details	
2.11	Storm Water Pollution Prevention Plan	
2.12	Storm Water Pollution Discharge Permit	
2.13	City Building Permits	
2.14	U.S. Army Corps of Engineers Construction Permits	12
SECTION 3:	DRAWINGS	
3.0	General	13
3.1	Ownership of Drawings	13
3.2	Reuse of Drawings and Specifications	13
3.3	Standard PCCA Sheets	
3.4	PCCA Drawing Numbers	
3.5	PCCA AutoCad File Names	
3.6	AutoCAD Shape and Font Files	
3.7	Minimum Lettering Size and Style	
3.8	Arrangement of Drawings	
3.9	Professional Responsibilities	
3.10	Identification of Consultant	
3.11	Soil Boring Information	
3.12	Miscellaneous and AutoCad and Drafting Standards	
3.13	Design Criteria.	
3.14 3.15	Pile Capacity (As-Built)	
3.13	OHUS OF IMEGSHEHIGH	

11/11 i

Number	<u>Description</u>	Page No.
3.16	Horizontal and Vertical Controls (Project Benchmark)	18
SECTION 4:	SPECIFICATIONS	
4.0	General	19
4.1	Letter Quality Print	19
4.2	Format	19
4.3	Content	19
4.4	Bound Specification Book	20
4.5	Standard Form Documents	20
4.6	Contract Submittals	
4.7	Standard PCCA Technical Specifications	23
SECTION 5:	SOFTWARE COMPATIBILITY	
5.0	General	25
5.1	Specific Software	
5.2	Computer Disk Records	
5.3	Computer Program Ownership	
SECTION 6:	MISCELLANEOUS PROJECT MANAGEMENT GUIDEL	
6.0	General	
6.1	Bid Package Cost Guidelines	
6.2	Addenda	
6.3	Bid Opening Procedure	
6.4	Contingency Guidelines on Construction Projects	
6.5	Insurance Guidelines	
6.6	Performance and Payment Bond Guidelines	
6.7	Liquidated Damages Guidelines	
6.8	Design Changes During Construction	
6.9	Record Drawings	
6.10	Retainage and Interest	
6.11	Project Files	
6.12	Security Access	
6.13	Dock Damage Notification Procedure	
6.14	Sample Letters and Documents	37
SECTION 7:	PURCHASING CONTRACTS & GUIDELINES	
7.0	General	39
7.1	Purchasing Guidelines	

11/11 ii

## **APPENDIX**

Exhibit No. 1	Professional Services Selection & Authorization Policy
Exhibit No. 2	Professional Services Master Agreement (Template)
Exhibit No. 3	Texas Engineering Sealing Rules
Exhibit No. 4	Standard Contract Documents for Construction Projects
Exhibit No. 5	Standard Contract Documents for Purchasing Projects
Exhibit No. 6	Typical PCCA Drawing Title/Index Sheet
Exhibit No. 7	Typical PCCA Drawing Sheet
Exhibit No. 8	PCCA Referencing System
Exhibit No. 9	Survey Control Points
Exhibit No. 10	Construction Contract Procedure
Exhibit No. 11	Commission Meeting Procedure
Exhibit No. 12	Building Design & Construction Requirements
Exhibit No. 13	Pipeline, Utility & Miscellaneous Structure Accommodation Policy
Exhibit No. 14	Dock Damage Notification Procedure
Exhibit No. 15	Sample Documents

11/11 iii

#### **SECTION 1**

#### GENERAL STATEMENT

#### 1.0 USE AND PURPOSE

This Project Manual is issued to provide staff and engineering/architectural consultants (Consultant) working for the Port of Corpus Christi Authority (PCCA) with an understanding of the requirements for preparing the various contract documents and managing a Project for the PCCA. Its purpose is to ensure uniformity in effort and quality and consistency in execution.

The requirements of the following sections will be incorporated into the production of all planning, design, drawings, and specifications for the PCCA. Any deviation from that specified must be approved in writing by the Director of Engineering Services prior to the performance of any design work on the Project.

This is meant to be a working document and will be updated on a regular basis; as such, the Consultant should ascertain that he has the latest version. Furthermore, the Consultant should use the Project Manual templates for each new Project and refrain from copying contract documents from previous PCCA contracts as those documents may be out of date.

The PCCA invites written comments on the contents of this document and suggestions for further refinement. Please submit all such correspondence to the Director of Engineering Services, Port of Corpus Christi Authority, P. O. Box 1541, Corpus Christi, Texas 78403.

1

#### **SECTION 2**

#### **DESIGN PHASE SERVICES**

## 2.0 PROJECT MANAGER

On every assignment, a representative of the PCCA Department of Engineering Services will be designated as the Project Manager. This individual will be the point of contact for all questions, information, and correspondence between the PCCA and the Consultant.

## 2.1 CONSULTANT SELECTION

Many PCCA projects require an outside professional to provide design or other types of professional services. The size of the Project will normally dictate how this professional services provider is selected.

Typically, on smaller Projects involving consulting fees under \$150,000, the Consultant will be selected using an informal process. Each year, the Consultant may execute a Professional Services Master Agreement ("the Master Agreement") with the PCCA. A separate Service Order will be attached to the Professional Services Master Agreement for each project under \$150,000. The Master Agreement will be written for one year with two additional one-year option periods, which may be exercised by the PCCA. Each year the Consultant may address the unit prices for services and insurance coverage as necessary. All Projects with estimated consulting fees over \$50,000 must be approved by the Port Commission. A sample Professional Services Master Agreement is included in the Appendix as Exhibit No. 2.

For Projects with fees of \$150,000 or more, a formal selection process will be used. The process involves a published request for qualifications (RFQ), submittal of qualification statements by the professional services provider, interviews, and final selection. A formal consultant selection process has been developed and is included in the Appendix as Exhibit No. 1, "Professional Services Selection & Authorization Policy." Once a scope of work and price schedule have been agreed upon, PCCA staff will prepare a Professional Services Agreement for execution by the PCCA and the Consultant. This agreement will generally follow the format and requirements of the Master Agreement but will be written to address the particulars of a single Project. This agreement must be approved by the Port Commission in an open meeting.

All firms that provide engineering services to the PCCA must be registered with the Texas State Board of Professional Engineers and comply with all provisions of the Texas Engineering Practices Act. All firms that provide architectural services to the PCCA must be registered with the Texas State Board of Architectural Examiners and comply with the Texas Statutes Governing the Practice of Architecture.

## 2.2 SCOPE OF WORK AND SCHEDULE

The Project Manager will outline the scope of work and required schedule for each Project. On smaller projects (under \$50,000 consulting fee), this may be done verbally. However, on projects with fees exceeding \$50,000, this will be done in writing to eliminate confusion.

The Consultant is expected to meet the established schedule. If something unexpected develops that prevents the Consultant from meeting this schedule, the Consultant will notify the Project Manager at the earliest opportunity and provide him with an explanation of the cause and estimated duration of the delay. Failure to meet established schedules will be considered in future Consultant selection.

## 2.3 FEES FOR PROFESSIONAL SERVICES

The PCCA's preferred method of contracting with professional service providers is to negotiate an hourly-based fee with a maximum not-to-exceed cost based on a specific scope of work. This gives the PCCA the necessary flexibility to manage changes in the scope of work. On large projects, such as those going before the Port Commission, a lump sum fee may be preferable. These cases should be reviewed by the Director of Engineering Services.

If the scope of work changes significantly, the Consultant must notify the Project Manager in writing of any potential increase to the not-to-exceed cost of the project. Upon such notification, the revised scope of work and its associated costs will be negotiated before any additional work commences.

When estimating fees, the Consultant should anticipate that the PCCA will require submission of drawings, specifications, and reports for review(s) before these documents are finalized. Revisions to these documents that do not affect the original scope of work will not be considered extra work but will be paid for as a part of the basic services fee.

When the Consultant employs subconsultants or incurs other reimbursable expenses, markups should be limited to a reasonable level. Under normal circumstances, a 5% markup on subconsultant fees and a 10% markup on expenses (e.g., travel, reproduction, etc.) are considered reasonable. When the Consultant provides professional liability insurance and the cost of this insurance is based on a percentage of the annual billing, a higher markup (i.e., 10%) on subconsultant fees may be justified.

The PCCA will not pay overtime rates (e.g., time-and-a-half, double-time, etc.) on PCCA design projects unless overtime work is specifically requested by the PCCA and authorized in advance by the Director of Engineering Services. The PCCA expects the Consultant to have adequate staff to perform the required work.

#### 2.4 CONTRACT LANGUAGE

The PCCA and its legal counsel have developed a standard professional services agreement for use on large contracts (fees exceeding \$150,000) and those that must be approved by the

Port Commission. On Projects less than \$50,000, a simple letter proposal from the Consultant or a Service Order attached to the Master Agreement may be used provided it properly outlines the scope of work, cost, and schedule of services. In these cases, the Project Manager will execute a purchase order request on the AS400 system. The requisition should reference the Consultant's proposal. The PCCA will then accept the Consultant's proposal according to the PCCA's terms stated on the back of the original purchase order. In most circumstances, the Project Manager will not sign any contract or services agreement generated by the Consultant.

The Consultant's proposal cannot include language that is unacceptable to the PCCA. The following are several examples of language that is unacceptable to the PCCA:

- A. Any language that limits the liability of the Consultant to a given level (amount of fee or a certain dollar amount).
- B. Any requirement to pay interest charges on late payments.
- C. Any language that requires the PCCA to indemnify or hold anyone harmless that is not allowed by Texas law.

If such unacceptable language is included in the Consultant's standard formal proposal, then the unacceptable language will be specifically crossed out and the deleted section initialed by the Consultant and the PCCA Project Manager; a copy of the revised proposal should be sent to the Accounting Department referencing the electronic purchase order request number.

## 2.5 REQUIRED CONTRACT DOCUMENTS

Unless otherwise directed by the Project Manager, the Consultant will prepare the Construction Drawings, Technical Specifications, Notice to Bidders, Bid, Bid Breakdown Sheet, Special Conditions, division pages, Agreement, and bond forms. Samples of these documents appear in the Appendix to this manual (see Exhibit No. 4, "Standard Construction Contract Documents").

In addition, the Consultant will provide supporting information for the preparation of addenda and change orders. The Consultant will coordinate closely with the Project Manager during the preparation of these documents. The Consultant will update, correct, and modify the Contract Documents to reflect all addenda. This will be performed prior to issuing the Notice to Proceed to the contractor.

#### 2.6 PROJECT TITLE AND NUMBER

The Project Manager will assign the official title and project number to each Project. All drawings, specifications, and correspondence will reference this Project title and number.

5

## 2.7 GEOTECHNICAL INFORMATION

The PCCA maintains a reference file of all geotechnical reports that have been performed on projects at the port. Copies of this information are available to the Consultant to determine general soils information. However, the Consultant is not restricted solely to the use of this information. If the Consultant believes additional geotechnical investigation is required, he will so advise the Project Manager and make a recommendation for additional information. The Project Manager will review the request and decide if more information is warranted. Normally, the Consultant will be responsible for ordering and supervising this additional geotechnical investigation. The Consultant will recommend one or two firms for additional geotechnical information and consult with the Project Manager for final selection. All reports must include location maps with XY coordinates and boring logs. Elevations must be relative to NAVD 88. All geotechnical reports must be sealed by a professional engineer licensed in the state of Texas. A minimum of two printed "hard" copies along with an electronic copy of any resulting soils reports must be provided to the PCCA. One printed copy will be placed in the project file and another in the geotechnical (soils) reference file. The electronic copy will be stored in a backup capacity. The billing for any additional geotechnical work will be invoiced to the Consultant who will in turn bill the PCCA.

## 2.8 ENVIRONMENTAL COMPONENTS

Projects should be reviewed by PCCA environmental staff for environmental considerations. This review will be in accordance with the Construction Activities Environmental Checklist found on the following page of this Project Manual. The PCCA Project Manager or Consultant may provide a completed checklist to environmental staff with the project scope to speed up the review process. Some information for completion may require review of PCCA environmental files and will need to be provided by PCCA environmental staff.

Demohton

Requirements

System

PCCA Environmental Management

Other Project Specific Environmental

#### CONSTRUCTION ACTIVITIES ENVIRONMENTAL CHECKLIST

Toject Name / No.:	Project Manager:		ct Manager:	
escription of Proposed Project:				
Program Area	Applicability	Permit Requirements	Ycs/No	Comments
Storm Water Discharges	Does the construction activity disturb one or more acres of land? Will the finished project require a storm water permit?	TPDES Pernut / Storm Water General Pernut - TXR150000 - NOI / SWP3 / Construction Site Notice / NOT / MS4		
Dredge/Fill Material & Wetlands	Will you discharge material (i.e., material that is dredged or excavated from waters of the US) or fill material (i.e., material that replaces an aquatic area with dry land or changes the bottom elevation of a water body) to waters of the US?	Clean Water Act - Section 404 Permit, Section 10 Permit or Nationwide Permit, Possible Notification / Mitigation Activities		
Solid & Hazardous Wastes	Will you generate or handle hazardous wastes? Examples of materials at construction ates that may be classified as hazardous wastes include: spent cleaners, paints, used oil, paint thinners, wastes that contain ignitable and corrosive materials, and wastes that contain certain toxic pollutants.	RCRA - Generator, Storage, and Transporation Requirements Including Waste Manifesting / Storage Time / Disposal Locations		
Lead-Based Paint	Will you generate lead-based paint wastes during the restoration or dentolition activities?	Abatement / Certification / Monatoring		
D	A - Colored to the state of the	77		

TDH 10-day Notification / Ashestos Survey

Compliance with EMS Requirements /

Documentation of Trained Employees

. . .

Will you be demokshing a building?

agreement or some other mechanism?

Storage, Bulk Terminal, or Maintenance Facility?

Will you be conducting construction activities within the EMS fenceline - Cold

Are there project specific environmental requirements stipulated through an

## 2.9 DESIGN STANDARDS

Where available, the PCCA will furnish to the Consultant the minimum design standards and criteria to be used for the design of the facilities and improvements in the Project (see Exhibit No. 12, "Building Design & Construction Requirements," and Exhibit No. 13, "Pipeline, Utility & Miscellaneous Structure Accommodation Policy"). Criteria that may be addressed include design life of the structure, wind loads, importance factors, ship and barge berthing energies, floor loads, traffic loads, specific materials, equipment requirements, *etc.* The Consultant will review and evaluate all criteria. If the Consultant determines the criteria provided is insufficient, excessive, or inappropriate for the project, the Consultant will notify the Project Manager and propose other criteria for consideration. Criteria and standards not provided by the PCCA will be determined by the Consultant and presented to the Project Manager for review and approval prior to final design.

The following design standards are those generally used for the design of PCCA facilities. The Consultant will review these standards but will provide an independent evaluation of what might be required for the design of the facilities and improvements in the Project. In any case, the Consultant will not use any less than the following standards without written instruction from the PCCA.

A.	Wind Loads:	Basic Wind Speed	Exposure	Importance Factor
	Facilities Exposed to Corpus Christi Bay & Harbor Island	130 mph	D	П
	Inner Harbor Facilities (Transit Sheds, Office Buildings, Warehouses, Docks, Equipment, Maintenance Buildings, etc.)	125 mph	C	П
	Harbormasters Office (or Other Designated Essential Facility)	125 mph	D	IV

Design loads will be determined using ASCE 7-05.

## B. Mooring/Breasting Loads:

Ship Mooring Structures	400 Kip Line Load (Minimum)
Ship Docking Approach Angle	6° (Inner Harbor Only)
Ship Docking Approach Velocity	0.5'/Sec (Inner Harbor Only)
Single Barge Docking Approach Velocity	1.0'/Sec (Inner Harbor Only)
Wind Loading on Vessel (When Moored)	60 Knots

## C. Live Loads:

Cargo Dock Apron	1,000 PSF/220-Ton Mobile Crane (Minimum)
Oil Dock Access Trestle	HS 20 Truckload, 15-Ton Cherry Picker
Oil Dock Platform	200 PSF + Special Equipment
Railroad Trestles/Bridges	Cooper E-80 Loading

## D. <u>Dock Design Standards</u>:

Recommended Spacing between

Breasting Structures 0.25 L to 0.4 L (Where L = Ship Length)

Berthing Method Quarter Point Contact

Oil dock design should include six mooring and three or four breasting structures in order to provide full coverage for wide variations in ship size.

Side)

## E. <u>Dredging and Slope Stability</u>:

Min. Overdredge Allowance for Ship Docks Side Slopes on Underwater Sections Future Dredge Depth Design for Ship Docks Min. Depth for Pipelines under Ship Channel 5' (Including 2' Allowable Overdepth)
Max 3:1 Slope (For Long-Term Erosion)
-52' MLT
-75' MLT (Bottom Width +50' Either

- F. <u>Dock to Channel Clearances</u>: All docks must be positioned so that all improvements are located behind the established PCCA bulkhead line. Whenever possible, all docks will be located a sufficient distance away from the near bottom edge of the federal channel so that the outboard edge of the largest probable vessel moored at the dock is outside of the federal channel a minimum of 25' (50' preferred). Typically, a minimum offset of 225' from the edge of the federal channel to the face of the ship dock should be used.
- G. Hydraulic Design: Building floors must be finished a minimum of one foot above current FEMA Flood Insurance Rate Map elevations and 18 inches adjacent to street curb heights.

Small Bridges, Culverts, Railroad Culverts

Storm Drain Inlets

25-Year Storm Frequency
10-Year Storm Frequency

#### 2.10 STANDARD DESIGNS AND DETAILS

A. General: The PCCA Department of Engineering Services has developed standard designs and details for a variety of structures. These designs and details have been used on many PCCA projects. The PCCA's policy is to use these designs and details in order to simplify design, construction, and maintenance and thus reduce costs; however, the Consultant must satisfy himself with the suitability of these designs and details for the specific Project requirements. If the Consultant determines a change from these standard details is necessary, he will notify the Project Manager in writing and discuss with the Project Manager the proposed changes. The Project Manager will review and approve, modify, or disapprove any design changes from PCCA standard designs or details.

- B. Current Standards: The following is a list of the standard designs and details currently adopted by the PCCA Engineering Department:
  - 1. Breasting Structure for Ships
  - 2. Four-Pile Breasting Structure for Barges
  - 3. Three-Pile Breasting Structure for Barges
  - 4. PCCA Standard Mooring Kevel for Ships
  - 5. Mooring Structures for Ships (Nine-Pile & Monopile)
  - 6. Pipe Piling Plug & Splice Detail
  - 7. Shoreline Protection Pumped Grout Matting
  - 8. Shoreline Protection Pre-Cast Matting
  - 9. Heavy-Use Concrete Road Paving
  - 10. Concrete Railroad Crossing
  - 11. Timber Railroad Crossing
  - 12. Pipeline Crossing under Road, Railroad, and Channel
  - 13. Fencing Details

If any of these items are applicable to a Project on which you are a Consultant, please contact the Project Manager.

C. Design Calculations: As a standard practice on design contracts over \$20,000, the Consultant will submit to the Project Manager the design criteria, assumptions, manually-performed design calculations, and final computer program runs used in the design of any PCCA facility or improvement. These should be properly identified and compiled in a notebook and submitted prior to final payment for the design phase of the project.

## 2.11 STORM WATER POLLUTION PREVENTION PLAN

The Consultant will prepare a Storm Water Pollution Prevention Plan for each Project with total construction areas greater than or equal to one acre of disturbance or as otherwise directed by the Project Manager. The plan will be written in accordance with Texas Commission on Environmental Quality (TCEQ) Construction General Permit TXR150000. The Consultant will utilize Technical Specifications 01 57 23.11, 01 57 23.12, or 01 57 23.13, "Storm Water Pollution Controls," as a template for the storm water pollution prevention plan, but this template will not relieve the Consultant's responsibility to ensure the plan meets Project specific and applicable regulatory requirements. The technical specification accompanied by appropriate drawings showing the specific locations of temporary erosion controls, the storm water pollution prevention controls, and the SWP3 certification page will become the Storm Water Pollution Prevention Plan for the Project once the contract is awarded. Permanent site stabilization and permanent storm water pollution prevention controls will also be addressed in these documents.

#### 2.12 STORM WATER POLLUTION DISCHARGE PERMIT

To obtain authorization to discharge storm water from a construction site when the total area of disturbance is greater than or equal to five acres, PCCA environmental staff, using online resources, will prepare a Notice of Intent (NOI) under the TCEQ Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000 for signature by the PCCA Executive Director. The Project Manager will instruct the Contractor, as the site operator, to complete and submit an NOI (either electronically or by hard copy) prior to construction activities and in accordance with permit regulations. The Project Manager will also prepare a Site Construction Notice and instruct the Contractor to post it at the Project site. The posted Site Construction Notice will remain up and visible at the site for the duration of the Project. At the Project's completion, the PCCA's environmental staff will prepare a Notice of Termination (NOT) for signature by the PCCA Executive Director. The Project Manager will instruct the Contractor to complete and submit a NOT. Sample copies of the NOI, Site Construction Notice, and NOT can be obtained from the TCEQ website at the following web address:

http://www.tceq.state.tx.us/permitting/water\_quality/stormwater/TXR15\_5\_plus\_steps.html.

For construction projects between one and five acres of disturbance, the Project Manager will prepare a Site Construction Notice, provide a copy to the PCCA's environmental staff, and instruct the Contractor to post it at the site. The posted Site Construction Notice will remain up and visible at the site for the duration of the project.

For all construction projects equal to or greater than one acre, the Contractor must develop and implement a Storm Water Pollution Prevention Plan as per Part III of TPDES General Permit No. TXR150000. For all construction projects equal to or greater than one acre that are also located in the area of the separate municipal storm sewer system, a copy of the NOI, Site Construction Notice, and NOT (as applicable based on the size of the construction project) will be submitted to the appropriate operator of the MS4.

The Project Manager will also provide a copy of the NOI, Site Construction Notice, NOT, and Storm Water Pollution Prevention Plan for the project to the PCCA's Environmental Compliance Manager.

#### 2.13 CITY BUILDING PERMITS

The PCCA is not required to obtain building permits for any structure that is used principally for any purpose related to the manufacturing or testing of equipment or operations (see City of Corpus Christi Code 103.4.4.2, "Industrial Work"). The PCCA is required to obtain building permits for office buildings, parking lots, conference centers, and other areas that the public may frequent. According to the City, warehouses are required to obtain a building permit. However, cargo storage or processing centers are not required to have a building permit. Regardless of whether or not a permit is required, all construction must meet or exceed the City's building code requirements. At the beginning of each year, the Director of Engineering Services is required to file an affidavit with the City's Inspection Division

certifying that all construction performed by the PCCA without a permit complies with all City codes and ordinances. Whenever possible, the Project Manager will obtain a certification from the design engineer or architect attesting to the fact that the design and construction complies with all City of Corpus Christi codes and ordinances.

## 2.14 U.S. ARMY CORPS OF ENGINEERS CONSTRUCTION PERMITS

PCCA projects may require construction permits administered by the U.S. Army Corps of Engineers (USACE). USACE individual permits and the associated process authorizations may require long lead times and extensive supporting documentation. The PCCA prefers the USACE permit process be complete prior to finalizing project plans and specifications and initiation of the bid process. Whenever possible, the PCCA will identify and secure the appropriate USACE permits. However, the Project Manager may identify tasks, services and/or information that the Consultant will provide to support the PCCA or the Project Manager may request that the Consultant prepare necessary documents and/or obtain the USACE authorizations. The Consultant will coordinate closely with the Project Manager on the review, need, scope, sufficiency, latitude, and conditions of the USACE permit.

## **SECTION 3**

## **DRAWINGS**

#### 3.0 GENERAL

The following requirements will be incorporated into the production of all drawings for the PCCA. The Director of Engineering Services must approve in writing any deviation from these requirements.

#### 3.1 OWNERSHIP OF DRAWINGS

The PCCA is the owner of all original tracings, photographs and artwork prepared by the Consultant including any electronic files. The sealed tracings (not the AutoCAD drawing files) will be considered the original record copies for the Project. At the completion of the Project, the Consultant will deliver to the PCCA all original tracings prepared by the Consultant. The Consultant may make a set of reproducible copies at his expense (except as provided in Section 3.12 of the General Conditions) and retain these reproducible copies for his future use.

In addition, at the completion of the Project, the Consultant will deliver to the PCCA a "hard" copy of all survey field notes and an electronic copy (acceptable to the PCCA) of all AutoCAD-generated drawings.

## 3.2 REUSE OF DRAWINGS AND SPECIFICATIONS

The PCCA hereby expressly reserves the right to copy and reuse the information shown on any drawings, specifications, or AutoCAD drawing files prepared by the Consultant for any use it desires. Furthermore, such reuse will not obligate the PCCA to pay the Consultant any fee for such reuse.

## 3.3 STANDARD PCCA SHEETS

All drawings must be produced using the standard PCCA title block (see Exhibit No. 6, "Typical PCCA Drawing Title/Index Sheet," and Exhibit No. 7, "Typical PCCA Drawing Sheet"). Upon request, the PCCA will furnish the Consultant this information on AutoCAD. Consultant title block sheets <u>WILL NOT</u> be used.

## 3.4 PCCA DRAWING NUMBERS

All drawings will be numbered using the PCCA project number as the prefix (see Section 2.6). The last two digits will represent the sheet number (e.g., 06-021-01, 06-021-02, 06-021-03, etc.). The title sheet index must clearly identify the PCCA's drawing number and sheet title for each drawing included in the set. Each drawing will identify the PCCA's drawing number in the title block. If the Consultant wishes to add his own company drawing

numbers, he may do so by adding a separate column in the sheet index and by noting his individual sheet numbers below the standard title block in smaller letters.

## 3.5 PCCA AUTOCAD FILE NAMES

All computer drawing file names will correspond to the drawing number assigned to each individual sheet. For example, sheet no. 10-058-01 would be 10-058-01.DWG. This will avoid conflicts that could arise when different consulting firms assign the same file name to different jobs.

## 3.6 AUTOCAD SHAPE AND FONT FILES

The Consultant will use only standard AutoCAD font files. (Refer to Exhibit No. 8, "PCCA Referencing System.") No shape files will be used.

## 3.7 MINIMUM LETTERING SIZE AND STYLE

The PCCA may use half-size drawings for bidding and construction. Therefore the minimum size lettering, including all alpha-numeric symbols, on full-size 22" x 34" sheets will be not less than 1/8" high when hand lettered or 3/32" high when electronically lettered (*i.e.*, AutoCAD); all text will be uppercase and vertical. The minimum gap between lines will be equal to one-half the letter height. Fancy, artistic lettering styles are not allowed. Architectural style lettering may be used (on architectural drawings only) if it is readable and meets the minimum lettering size stated above.

## 3.8 ARRANGEMENT OF DRAWINGS

Ease of reference during construction and long after the project is complete dictates that all drawings be separated by discipline insofar as possible and practical. For example, all electrical details and diagrams should be separate from mechanical HVAC details. In addition to separating each discipline, the drawings should be arranged in the following order:

- A. Title Sheet (Including Index, Vicinity and Location Maps)
- B. General Notes Sheet and Design Criteria (If Needed)
- C. Demolition (If Needed)
- D. Storm Water Pollution Prevention Plan (If Needed)
- E. Plot Plans (Overall Project Site Plans)
- F. Civil
- G. Structural
- H. Architectural
- I. Mechanical
- J. Electrical
- K. Environmental (If Needed)
- L. Reference Drawings (If Any)

#### 3.9 PROFESSIONAL RESPONSIBILITIES

At the completion of the design phase, all original drawings must be sealed by the engineer (including departmental staff if done in-house), surveyor, or architect responsible for the work portrayed on that drawing. All such individuals must be registered in the state of Texas. In the case of multi-disciplined projects, the lead professional in total charge of the project will seal the title sheet and overall project site plan(s). The registered professional will affix his seal on the original tracing, sign his name in ink below the seal, and date it. No stick-on seals will be allowed. The Consultant will comply with all requirements of the current version of the Texas Engineering Practices Act regarding sealing of interim review and completed drawings, specifications, reports, studies, *etc.* (see Exhibit No. 3, "Texas Engineering Sealing Rules").

AutoCAD or computer files are not considered the official original record copy. As outlined in the Texas Engineering Practices Act, all such files will be clearly marked with a statement instead of a seal:

## SAMPLE STATEMENT

"This document is release	ed to the Port of Corpus Christi Authority (PCCA)
for the purpose of	(e.g., interim review, mark-up, drafting, etc.)
under the authority of Joh	in Doe, P.E. 0000, on April 1, 2011. It is not to be
used for	(e.g., construction, bidding, permitting, etc.)
purposes."	

## 3.10 IDENTIFICATION OF CONSULTANT

Since the use of Consultant title block sheets is not allowed, Consultants furnishing professional services will insert the Consultant's name or affix the logo above and to the right of the title block on the standard PCCA sheet (see Exhibit No. 7, "Typical PCCA Drawing Sheet"). The firm name or logo of the prime consultant must appear on every sheet. The names of subconsultants or minor partners will be shown to the lower left of the title blocks on the sheets for which they are responsible.

#### 3.11 SOIL BORING INFORMATION

Soil boring information may be made available to the contractor for use in bidding and constructing the project. However, all such information must carry a disclaimer that this information is <u>not</u> a part of the Contract Documents and that the contractor should make his own site visits and investigations as needed to verify conditions at the Project site. This information may be communicated to potential bidders by inserting Section 02 32 00, "Soil Investigation Data," into the Technical Specifications. This eliminates the need to redraw the soil profile logs or use stick-ons on the drawings.

## 3.12 MISCELLANEOUS AUTOCAD AND DRAFTING STANDARDS

- A. Delivery of AutoCad Files: Consultant will provide a 100% submittal along with the original paper files. (Do not submit only paper files.)
  - 1. Master AutoCad File and Cross-Reference (X-Ref) Files: Do not deliver AutoCad files to the PCCA with cross references. Any cross-reference file (or nested objects within) that is used during the design phase must be bound for the exclusive use of each master Cad file.
  - 2. AutoCad File Appearance: The appearance of each AutoCad file should be identical (with exception to color/line thickness) to the paper version from which it was plotted. See Sections 3.4 and 3.5 for instructions regarding drawing numbers and AutoCad file names.
  - 3. AutoCad File Orientation: All plan sheets should be horizontally aligned to match the coordinate system used with the Project benchmark clearly noted. (See Section 3.16.)
- B. Crowded Drawings: Crowded drawings make half-size prints hard to read and complicate Project understanding in general. All drawing information will be neatly organized and drawn to facilitate use, understanding, and rapid retrieval of information.
- C. Dirty and Smudged Drawings: Dirty and smudged tracings result in decreased legibility. The front and back of all drafting media must be kept clean.

#### D. Nomenclature:

Intent	Incorrect	Correct
Absolute Requirement	should, may	must, will
Allowable Condition	can	may
Installation	furnish	provide <i>or</i> furnish and install

E. Scales: The Consultant will indicate the scale at which all details or plan views are drawn. In the case of a detail sheet where several details are drawn at different scales, each detail will show a separate scale beneath its identifying title. In the case of a plan sheet where all of the drawing is at one scale, the scale will be noted in the title block. In addition, engineering graphic scales will be used on all civil, site, and other plan drawings.

- F. Title Blocks: Title blocks will be filled in as indicated in Exhibit No. 7, "Typical PCCA Drawing Sheet." The title for each sheet will be shown in the lower window. The project title will be shown in the main upper window. All other spaces will be filled in as noted.
- G. Title Sheets: In all projects involving more than \$50,000 in construction costs, a separate title sheet will be provided. In an effort to reduce the time it takes to prepare a title sheet, the PCCA has prepared a series of standard title sheets for use on any project in the Inner Harbor. These sheets already include the location map, PCCA logo, and other information. The Consultant may obtain an AutoCAD file from the Senior Designer of the PCCA Department of Engineering Services. The Consultant will add the drawing index (with PCCA drawing numbers), Project title, Project number, date, and identify the location of the Project and the name of the prime consultant preparing the design.
- H. Referencing System: The Consultant will use a detail referencing system which quickly identifies a detail by number or letter, the sheet from which it is "cut" or identified by reference, and the sheet where it is shown in full detail. An example of a preferred referencing system is included in Exhibit No. 8, "PCCA Referencing System." The same referencing system will be used on all drawings including those of subconsultants.

## 3.13 DESIGN CRITERIA

In the operation and maintenance of PCCA facilities, it is essential that the design capacities of all structures be known. Therefore, the Consultant will clearly identify the criteria used in the design of a Project and show this information in an easy-to-find, prominent location on the drawings. This design criteria will include but not be limited to the following: maximum design dredge depth, ship/barge size (length, beam, DWT), approach angle and velocity, breasting energy, mooring angle and line load, wind load, live load, dead load, impact load, equipment and traffic load, design pressure, railroad classification load, concentrated load, design pile load, *etc*.

## 3.14 PILE CAPACITY (AS-BUILT)

Periodically, it is necessary to determine if a PCCA facility can accommodate a special use or load application. In order to facilitate a quick analysis of the maximum load capacity of a structure, it is essential to have complete information on the original pile driving operations in a convenient, easy-to-find-and-follow format. Therefore, on all projects involving pile driving, the Consultant will prepare an "As-Built Pile Capacity" drawing that will provide a place to record information such as hammer size, hammer energy, blow-count per foot down to final depth, actual pile cutoff and penetration, and calculated pile capacity for each pile. On smaller projects, a table or chart of this information may be included on one of the design drawings. On larger projects, this should be a separate drawing. In either case, the Consultant will provide the format for this information, and the final information will be

filled in immediately following the construction phase by the PCCA or Consultant as directed by the Project Manager.

#### 3.15 UNITS OF MEASUREMENT

The standard of measurement for all dimensions and quantities will be in English units of measure (e.g., foot, pound, gallon, etc.). Metric equivalents may be shown but must be indicated in parenthesis. This standard will also be used in the specifications and the remainder of the Contract Documents.

## 3.16 HORIZONTAL AND VERTICAL CONTROLS (PROJECT BENCHMARK)

The PCCA has an extensive horizontal and vertical control datum network that is maintained by the Senior Designer of the PCCA Department of Engineering Services. Unless otherwise approved by the PCCA, all projects will be designed using Texas Lambert Grid Coordinates NAD 83 and Mean Low Tide (MLT) relative NAVD 88, where 0.0' MLT = -1.0' NAVD 88. All construction drawings will reference these two systems. Conventional baseline and offsets may be used for layout locations, provided the baseline and/or other reference marks are tied to the PCCA's horizontal control system. Consultants will obtain benchmark information for each individual project from the Project Manager or Senior Designer.

All PCCA construction projects must indicate the horizontal and vertical benchmark used when field surveys are needed. The project benchmark should be clearly noted on the appropriate plan sheets with coordinates and elevation.

#### **SECTION 4**

## **SPECIFICATIONS**

#### 4.0 GENERAL

The following requirements will be incorporated into the production of all specifications for the PCCA. The Director of Engineering Services must approve in writing any deviation from these requirements.

## 4.1 LETTER QUALITY PRINT

All final specifications must be prepared on a letter-quality printer capable of document-quality type (i.e., laser or ink jet printer). Dot matrix print is not acceptable.

At the completion of the design phase of the project, the Consultant will submit a CD, flash drive, or e-mail containing the bid document/specification files and a set of unbound originals prepared on 8½" x 11" bond paper, suitable for reproduction.

#### 4.2 FORMAT

The PCCA prefers that its consultants use a specification format similar to the Construction Specification Institute (CSI) standard specifications. These include the following major sections:

Part 1 General

Part 2 Products or Materials and Equipment

Part 3 Execution

Part 4 Measurement and Payment

## 4.3 CONTENT

The use of standard "off-the-shelf" specifications with little or no editing should be avoided. The final specifications must be <u>custom tailored to each project</u> and not reference anything that is not a part of the project. Every effort should be made to eliminate extraneous information from each section. For example, it makes little sense and can lead to confusion in the field if the specifications reference only tolerances for foundations and walls when you are trying to build a mooring structure. Accordingly, there is no acceptable reason to have a 23-page concrete specification when there is only a small amount of sidewalk or curb and gutter on a project.

As a general rule, the following nomenclature should be used in all specifications.

<u>Intent</u> <u>Incorrect</u> <u>Correct</u>

Absolute Requirement should, may must, will

Allowable Condition can may

Installation furnish provide or

furnish and install

#### 4.4 BOUND SPECIFICATION BOOK

The Contract Documents, as issued for bids, are normally comprised of a set of 22" x 34" drawings and a bound 8½" x 11" specification book. This specification book may be prepared in part or in whole by the Consultant according to the Project Manager's directions. In either case, the following documents will be included in the bound specification book:

Cover Sheet\*
Table of Contents\*
Notice to Bidders\*
Bid\*
Conflict of Interest Questionnaire
Bid Breakdown Sheet\*
General Conditions
Special Conditions\* (with Wage Rate Sheets)
Technical Specifications
8½" x 11" Detail Sketches (if any)
Separation Sheet (see Division Pages)
Agreement\*
Texas Statutory Performance Bond\*
Texas Statutory Payment Bond\*
Certificate of Insurance

The documents denoted with an asterisk (\*) above are standard form documents requiring varying degrees of modification for use on each project. A sample of these standard form documents is included in Exhibit No. 4, "Standard Contract Documents for Construction Projects." For the Consultant's convenience, these documents are available on CD in Microsoft Word 2007.

#### 4.5 STANDARD FORM DOCUMENTS

The following is a brief explanation of the modifications needed in the PCCA standard form documents.

A. <u>Cover Sheet</u>: Self-explanatory (see Exhibit No. 4, "Standard Contract Documents for Construction Projects").

## B. Table of Contents:

- 1. On projects with 10 or fewer specification sections, use one table of contents at the beginning of the Contract Documents.
- 2. On projects with more than 10 specification sections, insert a separate table of contents before the Technical Specifications. In this event, the master table of contents at the front of the book need only list "Technical Specifications" as a one-line entry (see Exhibit No. 4, "Standard Contract Documents for Construction Projects").
- C. <u>Notice to Bidders</u>: Insert the project title and bid date and time. Indicate the non-refundable fee (if applicable) for a set of the Contract Documents and the location, date, and time of the pre-bid conference (if applicable). Include a brief description of the project and insert standard grant funding language as required. Indicate whether the project is to be bid lump sum or unit price.
- D. <u>Bid</u>: Insert the project title at the top of each page (header) and in the first paragraph of the text. Insert page numbers at the bottom of each page (footer). In most circumstances, base bid items will be written to reflect a lump sum bid. Additive, deductive, or alternate items of work will be shown as separate bid items using either a unit price or lump sum price. In either case, most contracts will be lump sum jobs with unit prices identified for authorized increases or decreases in work. All additive, deductive, or alternate bid items should be clearly and completely defined in the Measurement and Payment section of the appropriate technical specification. Consult with the Project Manager for organization of bid items. Two bid forms are usually inserted unbound into the specification book to permit easy removal, execution, and submittal by bidders. When requested by the Project Manager, a separate Bid Breakdown Sheet (listing a breakdown of bid prices, subcontractors, and/or suppliers) will be prepared and submitted with the Bid or as designated in the Special Conditions.
- E. <u>Conflict of Interest Questionnaire</u>: No insertions required. The PCCA will prepare and insert this document in the finished Contract Documents. This document will be executed and submitted by bidders as circumstances require.
- F. <u>Bid Breakdown Sheet</u>: This form will be used on all projects with an estimated value over \$50,000 unless the Project Manager directs otherwise. The purpose of this form is to evaluate the bids and to establish values for the individual items of work so that modifications to the contract can be more easily resolved. This form will show all major items of work, estimated quantities, mobilization, overhead, profit, *etc.* The Consultant will prepare the Bid Breakdown Sheet with his quantity estimates. An additional column will be included for the bidder to indicate the bidder's estimated quantities as required.

This form is to be submitted with all bids unless the project is extremely large or complex in nature involving many different trades. If it proves impractical to submit the Bid Breakdown Sheet at the time of the Bid opening, then the three lowest bidders will be required to submit a Bid Breakdown Sheet within 72 hours following the bid opening. As a general guideline, if a project involves five or more different types of trades (e.g., HVAC, plumbing, electrical, painting, steel fabrication, etc.) or exceeds \$1,000,000 in value, then the Bid Breakdown Sheet may be submitted within the 72-hour period. The standard documents are written requiring the Bid Breakdown Sheet to be submitted with the Bid. If, due to the size or nature of a project, the Project Manager elects to have the three lowest bidders submit the Bid Breakdown Sheet within 72 hours, this change will be noted in the Special Conditions.

- G. <u>General Conditions</u>: These are generally patterned after the ASCE General Conditions but have been modified by the PCCA to address Texas Water Code requirements and to cover certain requirements common to all PCCA projects. The Consultant will familiarize himself with the PCCA General Conditions; however, this document will <u>never</u> be edited or revised by the Consultant. Any exceptions or special circumstances related to a specific project will be shown in the Special Conditions. The PCCA will insert the General Conditions in the finished Contract Documents.
- H. Special Conditions: Insert the project title in paragraph 1.02 and include a clear and detailed scope of work. This document must be custom tailored to each project. The sample in Exhibit No. 4, "Standard Contract Documents for Construction Projects," was drafted to address a hypothetical job involving many different types of work under a variety of operational conditions. Many of these sections will not apply to the Consultant's project; those sections that do not apply should be deleted. Correspondingly, there may be certain conditions on a job that require special sections not shown in the sample Special Conditions. The Consultant will coordinate with the Project Manager and address specific project issues (e.g., operational and schedule constraints, insurance requirements, liquidated damages, etc.).
- I. <u>Technical Specifications</u>: As noted earlier, the PCCA prefers the standard CSI specification format. However, the Consultant may use another format as long as <u>all</u> sections are organized the same. Also, the format of the specifications must provide for easy reference. All technical sections must have a page number noted at the bottom of each page that references the specification number and the page number. A Measurement and Payment section (Part 4) must be included in the appropriate specification whenever additive, deductive, alternate, or unit price bid items are included in the Bid. The Measurement and Payment section must clearly define the work to be done under each of these bid items.
- J. <u>Detail Sketches</u>: Detail sketches prepared on standard 8½" x 11" paper may be included in the specification book when the entire project can be described on this size paper and no separate drawings are required. Conversely, whenever full-size

(22" x 34") sheets are used, detail sketches must not be included in the specification book.

- K. <u>Separation Sheet</u>: Include this sheet to delineate those documents that should be reviewed by the contractor but not completed and submitted with the Bid.
- L. <u>Agreement</u>: Insert the project title at the top of each page (header) and twice within the text. Insert page numbers at the bottom of each page (footer). In the paragraph that addresses the "accepted contract price," delete the phrase that does not correspond to the type of contract (e.g., [which is a fixed lump sum price], [which is an estimate based on...], etc.). In addition, fill in the amount of liquidated damages and early completion compensation, if any. Other than these insertions/deletions, this form should remain unchanged. The name of the contractor and contract price will be filled in after award of the contract.
- M. <u>Texas Statutory Performance Bond</u>: Insert the project title once in the appropriate space within the text. The remainder of this document will be completed after award of the contract. Once award of the contract has been approved, insert the date of the Port Commission meeting at which such approval took place.
- N. <u>Texas Statutory Payment Bond</u>: Insert the project title once in the appropriate space within the text. The remainder of this document will be completed after award of the contract. Once award of the contract has been approved, insert the date of the Port Commission meeting at which such approval took place.
- O. <u>Certificate of Insurance</u>: No insertions required. The PCCA will prepare and insert this document in the finished Contract Documents. This document will be completed after award of the contract.

#### 4.6 CONTRACT SUBMITTALS

Prior to the bidding phase of each project, the Consultant will prepare a list of all submittals required by the Special Conditions and Technical Specifications. This list will reference the section and paragraph number, the item to be submitted, and the date it is due, if appropriate. In addition, the Consultant will prepare and submit to the Project Manager current cut sheets for all products, equipment, fixtures, hardware, concrete additives, *etc.*, that are specified by product name either on the drawings or in the Technical Specifications. This will ensure that all specified products are still in production and will expedite the review process for submittal of alternate products.

## 4.7 STANDARD PCCA TECHNICAL SPECIFICATIONS

The PCCA has developed a number of standard technical specifications for use on PCCA projects. The Consultant will review these specifications and incorporate them into the final Contract Documents when and as required. These standard technical specifications include the following.

Section No.	<u>Description</u>
00 73 10	PCCA Policies & Procedures
01 14 13	Access to Port Authority Property (Tariff Item 669)
01 31 13	Project Coordination
01 31 19	Project Meetings
01 33 19	Submittals
01 35 00	Pollution Prevention
01 35 21	PCCA Safety Requirements – Commercial Building Projects
01 35 25	PCCA Safety Requirements – Confinercial Building Projects  PCCA Safety Requirements – Oil Docks
01 35 25	
01 35 29.13	PCCA Safety Requirements – Corpus Christi Elevator
01 33 29.13	Health, Safety, and Emergency Response Procedures for Contaminated Sites
01 35 43	
01 35 43.19	Environmental Management System Program Requirements Environmental Procedures for Maintenance Painting (on Land)
01 35 43.19	Environmental Procedures for Maintenance Painting (on Water)
01 33 43.20	Definitions and Standards
01 42 00	
01 57 19	Temporary Storm Water Pollytion Controls
01 37 23.11	Temporary Storm Water Pollution Controls
01 57 22 12	(Construction Sites 1-5 Acres)
01 57 23.12	Temporary Storm Water Pollution Controls
01 57 23.13	(Construction Sites <1 Acre)
01 37 23.13	Temporary Storm Water Pollution Controls
02 10 50	(Construction Sites >5 Acres)
02 10 50 02 32 00	Pipeline Removal
02 32 00	Soil Investigation Data
	Building Demolition (with Asbestos & Lead Paint)
02 41 16.14	Building Demolition (without Asbestos)
02 61 13	Excavators and Handling of Contaminated Material
02 61 14	Management of Remediated Soils
02 84 16 02 87 13	Handling of Light Ballasts & Lamps  Boulding Floatroning and Computer Components
02 07 13	Recycling Electronics and Computer Components

#### **SECTION 5**

#### SOFTWARE COMPATIBILITY

#### 5.0 GENERAL

PCCA engineering staff has adopted certain standard computer software for use in all of its in-house production of design drawings and specifications. In order to maintain ease of reference and modification, the PCCA <u>prefers</u> that its Consultants use this same software. Recognizing that it is not easy to switch from one software program to another, this is not an absolute requirement, just a preference. However, the Project Manager may decide on a particular project that a software match is necessary and may either select a firm that already uses the same software or require a firm to furnish translated media acceptable to the PCCA.

#### 5.1 SPECIFIC SOFTWARE

The software currently adopted by the PCCA is as follows:

A. Word Processing: Microsoft Word 2007 for Windows

B. Computer-Aided Design: AutoCAD 2010

C. Spreadsheet: Microsoft Excel 2007

D. Database: Microsoft Access 2007

#### 5.2 COMPUTER DISK RECORDS

The Consultant will furnish the PCCA with a copy of all electronic data used in the preparation of the drawings and specifications regardless of whether or not it is on the same software system. Where directed by the Project Manager, the Consultant will translate his electronic data to the system currently in use by the PCCA. Copies of all electronic data should be submitted at the time the original drawings and specifications are finalized and delivered to the PCCA. If the Consultant's scope of work includes preparation of "as-built" drawings, the Consultant must furnish to the PCCA the "as-built" changes and information in an appropriate electronic format.

## 5.3 COMPUTER PROGRAM OWNERSHIP

Computer software programs purchased by the Consultant for use on any PCCA project where the entire purchase price is billed to the PCCA will become the property of the PCCA. The Consultant must receive written approval from the PCCA prior to the purchase of such software to guarantee reimbursement.

#### **SECTION 6**

## MISCELLANEOUS PROJECT MANAGEMENT GUIDELINES

## 6.0 GENERAL

The following subsections have been developed in an effort to further guide PCCA staff and the Consultant through the procedures for preparing, processing, and executing construction contracts. These subsections include guidelines for construction contingency requests, insurance requirements, *etc.*, as well as samples of various letters and other documents that are normally prepared in conjunction with PCCA construction contracts. From time to time, the conditions surrounding a particular project may require a certain degree of deviation from these guidelines. In such cases, the Project Manager and Director of Engineering Services must be informed of the necessity for such deviations and will have final authority on the scope of those deviations.

## 6.1 BID PACKAGE COST GUIDELINES

In order to defray a portion of the bid package reproduction costs, the PCCA has developed the following basic guidelines using the number of drawings in the bid package. Based on these guidelines, the Consultant will determine the amount to be charged potential bidders and insert that amount in the appropriate spaces in the Notice to Bidders. Normally, one set of Contract Documents (drawings and specifications) will be furnished free of charge to all potential bidders (general contractors) and each of the local plan rooms (ABC/Dodge Reports, AGC, etc.). Additional copies and copies for subcontractors and suppliers will be charged at a predetermined, nonrefundable fee based on the following table:

No. of Drawings	Price per Set*	Price per Set**
Less than 5 5 – 14	No Charge \$15	No Charge \$10
15 – 39	\$40	\$25
40 – 65***	\$60	\$35

<sup>\*</sup> Prices based on using 22" x 34" drawings for the bid package.

<sup>\*\*</sup> Prices based on using half-size drawings for the bid package.

<sup>\*\*\*</sup> More than 65 drawings, consult with the reproduction company to determine the actual cost per set.

## 6.2 ADDENDA

During the bidding phase, if it becomes necessary to clarify, reword, add, or delete any information contained in the bid documents, an addendum will be prepared and distributed to all bidders as soon as possible. The Project Manager will decide if the addendum will be prepared by PCCA staff or the Consultant or by PCCA staff in conjunction with the Consultant.

The addendum should be prepared so that a non-technical person can make the necessary changes in the Contract Documents without any interpretation or explanation. Precise descriptions such as "delete third sentence in the second paragraph of section 2.01 of the Special Conditions and add the following sentence(s)..." should be used.

Addenda affecting significant engineering issues should be reviewed and approved by the Consultant.

## 6.3 BID OPENING PROCEDURE

Bids will be publicly opened in the first floor conference room in the PCCA Administration Building by the Project Manager and Director of Engineering Services. The official bid opening time will be determined by the digital wall clock located in the lobby of the same building. Bids may be received up to and including the time stated in the bids. For example, if the bid invitation says bids will be received until 10:00 a.m., then bids may be received as long as the clock still says 10:00 a.m. Once the clock says 10:01, the doors to the first floor conference room will immediately be closed and locked. No one else will be allowed to enter the room until after all bids have been opened and read aloud.

Bids will be opened and the bidders name and the amount of the base bid and all additive, deductive, or alternate bids will be read aloud. The person opening the bids will announce other information such as the bidder's time of completion, acknowledgment of receipt of all addenda, and the type and amount of the bid check or bond submitted. A bid tabulation sheet will be prepared and blank copies made available for all attendees of the bid opening. Once all bids are opened, the Project Manager or the Director of Engineering Services may announce the low bidder. However, when announcing the low bidder, the announcer <u>must</u> use the term "*apparent* low bidder," never just "low bidder." In the case of multiple additive, deductive, and/or alternate bid items, the Project Manager or the Director of Engineering Services should avoid announcing the apparent low bidder until the bids are reviewed.

The following types of bids will not be accepted or read to the public:

- A. Bids that are received after the time of the bid opening.
- B. Bids that are faxed to the PCCA's office.
- C. Bids that are not in a sealed envelope.
- D. Bids submitted with no bid surety (bond or cashier's check).

Other situations may or may not cause a bid to be rejected. Should any of the following events occur, the Project Manager will consult the Director of Engineering Services for final acceptance or rejection of the bid:

- A. Bids that do not acknowledge receipt of all addenda.
- B. Bids that do not have original signatures.
- C. Bids that are not submitted in duplicate.
- D. Bids that are submitted with a bid bond or check but the surety amount is insufficient (discrepancy greater than 10% will automatically result in rejection). Bids without sufficient bid security will not be listed on the bid tabulation sheet nor submitted to the Port Commission.
- E. Bids that are qualified in any manner.

## 6.4 CONTINGENCY GUIDELINES ON CONSTRUCTION PROJECTS

Contingencies are a necessary part of any construction project. Plans are not always perfect, and field conditions are not always as planned. In general, things do not always work out in the field like they are supposed to on paper, and many times it is just not possible to wait several days until a special meeting of the Port Commission can be called to take action on a change order. The Engineering Department needs a reasonable level of funds and authority to cost-effectively complete a project on schedule.

This guideline has been approved by the Port Commission and provides a variable percentage based on the type and size of the project. Projects are divided into one of two categories. The first category is general construction projects, which includes most normal projects—paving, utility lines, general building, *etc*. The second category is reserved for more complex projects such as extensive rehabilitation efforts or marine structures, which typically involve more unknowns. Each category is provided with a sliding scale of "recommended percentages" which decrease as the size of the project increases.

Staff will use this guideline as a matter of "routine practice" when recommending approval of a construction contract. Only in an unusual situation, where a special project warrants an exception, would staff veer from these guidelines by asking for a different percentage figure. In such cases, a full and detailed explanation will be provided to the Port Commission. Equipment and vehicular purchases normally do not need contingency funds; therefore, no contingency funds will be requested on these projects.

## General Construction Projects

Under \$60,000	10%
\$60,000 - \$80,000	
\$80,000 - \$110,000	
\$110,000 - \$160,000	
\$160,000 - \$250,000	
\$250,000 - \$500,000	
\$500,000 - \$1,200,000	

3%
2%
10%
9%
8%
7%
6%
5%
4%
3%

NOTE: The above numbers have been rounded up or down to the nearest whole percentage point and were derived using a semi-log plot.

## 6.5 INSURANCE GUIDELINES

## A. Minimum Insurance Requirements for Construction Contracts < \$50,000:

The following is a summary of the minimum insurance levels required by the PCCA for contracts less than \$50,000. These amounts are different from those included in the General Conditions. Without valid certificates stating these coverages and limits and the name of each insurance provider on PCCA-approved certificate forms, contractors will not be allowed to perform any construction, maintenance, service, or demolition work for the PCCA.

Type of Coverage	Minimum Amount
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Commercial General Liability (Occurrence including Products & Completed Operations)	\$500,000 (Each Occurrence) \$1,000,000 (Aggregate, Per Project)
Business Automobile Liability	\$500,000 (CSL, Each Accident)
Umbrella Coverage	N/A
USL&H	Statutory (When Required)
Maritime Coverage	\$500,000 (When Required)
Pollution Liability/Pollution Legal Liability	\$5,000,000 (When Required)

All policies must state that the PCCA is an "additional insured" (as allowed by law), and each certificate must indicate same. The worker's compensation policy must show an "alternate employer" endorsement. If required, the general liability policy must show a deletion of any exclusion of coverage for construction or demolition operations on or within 50 feet of a railroad. All policies must be written or endorsed to waive subrogation against the PCCA.

## B. Minimum Insurance Requirements for Construction Contracts > \$50,000:

The following is a summary of the minimum insurance levels required by the PCCA for contracts over \$50,000. The General Conditions include these same requirements. Without valid certificates stating each insurance provider and the following coverages and minimum insurance amounts on PCCA-approved forms, contractors will not be allowed to perform any construction, maintenance, service, or demolition work for the PCCA.

Definition/Type of Coverage	Minimum Amount
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Commercial General Liability (Occurrence including Products & Completed Operations)	\$1,000,000 (Each Occurrence) \$2,000,000 (Aggregate, Per Project)
Business Automobile Liability	\$1,000,000 (CSL, Each Accident)
Umbrella Coverage	\$5,000,000*
USL&H**	Statutory
Maritime Coverage**	\$500,000
Pollution Liability/Pollution Legal Liability	\$5,000,000**
Railroad Protective Coverage**	\$1,000,000 (Occurrence) \$5,000,000 (Excess)

<sup>\*</sup> Coverage amount may be revised depending on the project size, total amount of the contract, complication of design, project site hazards, and/or project location.

All policies must state that the PCCA is an "additional insured" (as allowed by law), and each certificate must indicate same. The worker's compensation policy must show an "alternate employer" endorsement. If required, the general liability policy must show a

<sup>\*\*</sup> When required.

deletion of any exclusion of coverage for construction or demolition operations on or within 50 feet of a railroad or the Contractor must purchase a separate Railroad Protective policy in the name of the railroad operator. All policies must be written or endorsed to waive subrogation against the PCCA.

C. Builder's Risk Insurance: Builder's Risk insurance is required on all PCCA contracts for 100% of the completed value of the Project against all risk of physical loss including flood and earthquake for projects that involve buildings, structures, machinery and equipment, materials, and real property to be incorporated into and forming a part of the Project.

Some examples of projects where Builder's Risk coverage is required:

- 1. Construction of above-ground structures.
- 2. Installation of machinery and equipment.

Some examples of projects where Builder's Risk coverage is not required:

- 1. Construction of sidewalks, parking lots, slabs, storage pads, etc.
- 2. Landscaping.
- 3. Paving and roadway construction.
- D. U. S. Longshore and Harbor Workers' Insurance:
  - U. S. Longshore and Harbor Workers' (USL&H) insurance is required in statutory amounts if there is a possibility that a worker could be injured or die while working under circumstances which result in the worker being within the "situs" and "status" tests as determined by law.

In general, under the "situs" and "status" tests for USL&H compensation, "status" means that the person is engaged in maritime employment and "situs" means the person's injury occurred on or over the navigable waters of the United States (including any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or other area customarily used by an employer in loading, unloading, repairing, or building a vessel). If unsure about a particular location or occupation, consult with the Director of Engineering Services.

E. Maritime Employers Liability Insurance: Any employees who may fall under the Death on High Seas Act, Jones Act, or other federal or state acts relating to maritime employment must be covered by Maritime Employers Liability Insurance in an amount not less than \$500,000. Such coverage will include but not be limited to transportation, wages, maintenance and cure, as well as any other liabilities arising under such maritime employment.

#### F. Umbrella Insurance:

1. For normal construction projects that are not considered "high risk," the Contractor is required to provide coverage as follows:

Construction Cost	Umbrella Policy Limit	
> \$10,000,000	\$5,000,000	
\$500,000 - \$10,000,000	\$2,000,000	
\$50,000 - \$500,000	\$1,000,000	
< \$50,000	None Required	

2. For "high risk" projects and all projects located at the oil docks and the Corpus Christi Grain Elevator, the Contractor is required to provide coverage in the following amounts:

Construction Cost	Umbrella Policy Limit	
> \$2,000,000	\$5,000,000	
\$100,000 - \$2,000,000 < \$100,000	\$2,000,000 \$1,000,000	

High Risk Projects are defined as those having an inherent risk of explosion, fire, damage or injury that is greater than a normal civil works construction project. Such examples include:

- Heavy marine construction that involves floating equipment.
- Dredging over pipelines.
- Cutting and welding around hydrocarbon pipelines.

#### 6.6 PERFORMANCE AND PAYMENT BOND GUIDELINES

In order to protect the PCCA and still provide maximum opportunities for small and large businesses, it is important to distinguish when a high degree of bonding protection is required and when a lower degree of protection is adequate. The following guidelines were adopted by the Port Commission following passage of House Bill 1074 (effective September 1, 1993) and will be used for bonding requirements. Any change to the requirement for U.S. Treasury-listed sureties will be indicated in the Special Conditions.

- A. All marine projects require bonds issued by companies listed on the U.S. Treasury's Listing of Certified Companies (Circular 570).
- B. All projects involving the repair or construction of operational equipment and facilities, such as the traveling unloading tower at Bulk Dock 1 or the ship loader at Bulk Dock 2, require bonds issued by companies listed on the U.S. Treasury's Listing of Certified Companies (Circular 570).

- C. All projects with an estimated construction or repair cost of \$250,000 or more require bonds issued by companies listed on the U.S. Treasury's Listing of Certified Companies (Circular 570).
- D. Any project that will, in the opinion of the Director of Engineering Services, have a potential for severely impacting the operation of the Port of Corpus Christi if not properly executed and completed in a timely manner pursuant to the requirements of the contract for the Project require bonds issued by companies listed on the U.S. Treasury's Listing of Certified Companies (Circular 570).
- E. Any project that involves a written grant for federal funding requires bonds issued by companies listed on the U.S. Treasury's Listing of Certified Companies (Circular 570).
- F. All other projects not listed in paragraphs A through E above require that bonding be provided by sureties approved by the state of Texas.

## 6.7 LIQUIDATED DAMAGES GUIDELINES

The liquidated damages amount specified in the Agreement should be charged whenever the Contractor fails to complete a project by the time of completion designated in the Bid or any subsequent change orders through no fault of the PCCA. This amount will normally vary from project to project and should be based on a reasonable sum that reflects the PCCA's actual costs. Actual costs can be considered to include any lost gross operating revenues from the facility and increased costs for project management and inspection.

Using the most recent (2009) gross income figures from each of the various PCCA facilities and considering a conservative figure of \$250/day for staff salaries, benefits, and overhead related to project management, the following figures should be considered a maximum per day and used whenever a facility would be taken out of service and prevented from earning any revenue.

## LIQUIDATED DAMAGES

Facility	Dollars/Day
Cargo Docks 1-2	
Cargo Dock 9	
Cargo Dock 10	\$1,300
Cargo Dock 12	\$600
Cargo Dock 14	\$250
Cargo Dock 15	
Oil Dock 1	
Oil Dock 2	
Oil Dock 3	\$3,200

Oil Dock 4	\$11,000
Oil Dock 6	\$1,800
Oil Dock 7	\$8,400
Oil Dock 8	\$5,300
Oil Dock 9	\$2,000
Oil Dock 10	\$2,500
Oil Dock 11	
Oil Dock 12	\$0
Bulk Dock 1	\$6,100
Bulk Dock 2	\$8,000
Transfer Sheds (East or West)	\$250
Cold Storage Facility	
Viola Barge Dock	

Caution is urged in using the maximum costs outlined above. It can be argued that if a Contractor is assessed liquidated damages for being late, then he should be paid a bonus for early completion—the reason being that if a facility is put back into service ahead of schedule, the PCCA should be able to earn additional revenue that was not anticipated.

In cases where the earning potential of a facility would not be affected by a delay in completion, a figure of \$250 per calendar day should be used. The Project Manager should consult with the Director of Engineering Services whenever a figure above \$250/day is being considered.

Before issuance of a Notice of Substantial Completion, the Project Manager will compare the actual versus required completion dates to determine if any liquidated damages have occurred. If they have, then the Project Manager will notify the Contractor in the Notice of Substantial Completion of the total amount of liquidated damages to be assessed and the corresponding reduction in the accepted contract price. The Project Manager will prepare a change order showing the liquidated damages and change in contract price. If the Contractor is unwilling to sign the change order, the Project Manager will issue a Unilateral Change Order.

### 6.8 DESIGN CHANGES DURING CONSTRUCTION

During the course of construction, problems and questions occur in the field that necessitate changes, clarifications, or modifications to the construction drawings or technical specifications (*i.e.*, field order or change order) that were originally prepared by the Consultant or PCCA staff. Many times these changes are minor and do not affect the safety, suitability, or performance of a particular design. Other times, there are major changes such as a change in the length of the piling or structure connection details on a project. In order to protect the safety of the public, ensure the long-term performance of port facilities, and to maintain the Consultant's liability for the design, all significant changes should be reviewed with the Consultant and his approval obtained before the change is made. If, in the opinion of the Project Manager, a change is minor and will not affect the safety of the public or

performance of the structure, then such minor changes will not require the approval of the Consultant.

However, all changes should be noted on the record drawings and include the name(s) of the person(s) responsible for each change. If a Consultant is being asked to approve a particular change, then a written record of confirmation to or from the Consultant is required. Such confirmation may be in the form of a written telephone conversation record or a letter to the Consultant with a space provided for his written approval and return copy. If the Project Manager desires and conditions warrant such action, he may issue a redesign drawing prepared by the PCCA and sealed by the Project Manager or his supervisor.

### 6.9 RECORD DRAWINGS

In order to properly maintain existing facilities and construct new facilities, it is absolutely essential that all changes or deviations from the original design drawings be properly documented to reflect the actual "as-built" field conditions. Paragraph 3.11 of the General Conditions entitled "Construction Drawings & Technical Specifications" requires the Contractor to submit, at the end of the project, a record copy of the drawings and specifications marked with all field changes. It is the responsibility of the Project Manager to ensure that proper records are kept during the course of construction. These records must accurately describe the final shape, size, location, elevation, components, and/or equipment used on a project if different from that originally specified. Furthermore, at the completion of the project, the Consultant (if in the scope of work) or Project Manager will have these field changes permanently and properly recorded on the final original set of drawings. In general, the record drawings will show both the "as-built" and original design details and be noted via "clouds" and revision numbers and notations (e.g., / 1, etc.).

If a completely new drawing is issued during a project, the original drawing will still be included in the record set but be identified as a "VOIDED" drawing.

### 6.10 RETAINAGE AND INTEREST

The PCCA retains 10% of each progress payment through the course of the project to ensure that all bills are paid and the work is satisfactorily completed. This retainage is held for 30 days after the issuance of the Certificate of Final Acceptance until a Contractor's Guarantee, Contractor's Affidavit and Waiver of Lien, and the as-built drawings are executed and accepted by the PCCA. If the total estimated project cost is greater than \$400,000, state law requires that the retainage be deposited in an interest-bearing account and that the interest be paid to the contractor at the end of the project. Therefore, the PCCA Accounting Department will set up a separate bookkeeping account on all projects over \$400,000 and track the interest that is earned on this account using the average return earned by the PCCA on its cash investments. After the retainage is approved for payment, the Accounting Department will calculate the total interest earned and pay this directly to the Contractor. The PCCA's Project Manager does not have to prepare a separate letter or request a separate invoice from the Contractor. The interest earned on the retainage is <u>not</u> paid out of the project's contingency funds. If the project is funded through a state or federal agency, the Project

Manager needs to determine if any special rules on retainage that may supersede the PCCA's normal policy and procedures apply to the project.

### 6.11 PROJECT FILES

During the course of a project, the Project Manager will keep and maintain orderly project files. The project file(s) will include copies of all letters, memos, reports, test data, calculations, photographs, invoices, lab reports, addenda, and change orders generated in connection with the project. At the completion of the Project, the Project Manager will review the file and discard any unnecessary copies or other information that will not be needed for future reference. After this review, the Project Manager will complete a Project Close-out Form, send a copy to the Director of Engineering Services, and then gives the file(s) to the Construction Contract Specialist, who will database the file(s), stamp them "DB," and file them in the appropriate location.

### 6.12 SECURITY ACCESS

The PCCA is required by federal law to have a security access control policy in effect at all times. This policy is contained in Specification 01 14 13, "Access to Port Authority Property (Tariff Item 669)." All projects on PCCA property must adhere to the requirements of this policy. All vendors, consultants, testing companies, and contractors are required to follow this policy. The Project Manager will plan and coordinate work on all projects to ensure compliance with this policy.

Whenever a privately owned vessel plans to use the Inner Harbor, the U.S. Coast Guard (361-888-3162, ext. 313), Harbormaster's Office (361-882-1773), and the Port Police Department (361-882-1182) must be provided two day's advance notice. This notice must include the boat ramp to be used, description of vessel, name of personnel, facility being inspected or repaired, and schedule for such work.

### 6.13 DOCK DAMAGE NOTIFICATION PROCEDURE

In order to standardize the way the PCCA deals with damages to PCCA docks, a formal Dock Damage Notification Procedure (see Exhibit No. 14, "Dock Damage Notification Procedure") has been developed for use by PCCA staff.

### 6.14 SAMPLE LETTERS AND DOCUMENTS

In an effort to maintain consistency and ensure completeness of our written communications, the following sample letters and documents are provided in order to show the format that is normally followed in the preparation and execution of a PCCA contract. Unless specifically included in the Consultant's scope of work, these letters and documents are normally prepared by PCCA staff. Of course, each project is different and will require certain changes. The Project Manager and/or Consultant must carefully consider all pertinent issues involved in a project and prepare the following documents accordingly.

- A. Addendum
- B. Bid Distribution List
- C. Bid Return Check Form
- D. Bid Tabulation Sheet
- E. Certificate of Final Acceptance
- F. Change Order
- G. Commission Letter
- H. Contractor's Affidavit & Waiver of Lien
- I. Contractor's Guarantee
- J. Contractor's Information Sheet
- K. Contractor's Qualification Statement
- L. Daily Construction Report
- M. Field Order
- N. Notice of Award of Contract Construction
- O. Notice of Award of Contract Purchase
- P. Notice of Dock Closure
- Q. Notice of Nonconformance
- R. Notice of Substantial Completion
- S. Notice to Proceed Construction
- T. Notice to Proceed Purchase
- U. Project Close-Out Form
- V. Project Cost Sheet
- W. Request for Proposals (For Estimated Engineering Fees <\$150,000)
- X. Request for Qualifications (For Estimated Engineering Fees >\$150,000)
- Y. Request for Quotations (Small Construction Contracts)
- Z. Sole Source Statement

### **SECTION 7**

### PURCHASING CONTRACTS & GUIDELINES

### 7.0 GENERAL

The PCCA has developed a standardized set of contract documents for the purchase of equipment and materials (see Exhibit No. 5, "Standard Contract Documents for Purchasing Projects," in the Appendix). These documents have been patterned after the PCCA standard purchase order form and the standard construction contract bidding documents such as the Notice to Bidders, Bid, Agreement, *etc.* The same advertising, bidding, and award requirements apply to purchases as for construction contracts. Current state purchasing laws require (with few exceptions) publicly advertised competitive bidding or proposals for all purchases of equipment and materials in excess of \$50,000.

### 7.1 PURCHASING GUIDELINES

As authorized by HB 1972 of the 81<sup>st</sup> Texas Legislature, which became effective on June 19, 2009, the Port Authority may now purchase materials, supplies, machinery, equipment, or other items costing up to \$50,000 without complying with competitive bidding requirements or proposal procedures. This is an increase from the old purchasing limit of \$25,000. In consequence, the Port's general Purchasing Guidelines, which were approved by the Port Commission on **July 14, 2009**, have been revised as follows:

- A. Purchases less than \$5,000
  - No minimum number of quotes required.
  - All purchases must be approved by the Department Director or his designee.
- B. Purchases of \$5,000 but less than \$20,000\*
  - A minimum of three quotes required.
  - All purchases must be approved by the Department Director and applicable Deputy Port Director.
- C. Purchases for Construction or Repair of Port Facilities and Equipment of \$20,000 but less than \$50,000\*
  - A minimum of three quotes required.
  - All purchases must be approved by the Department Director, applicable Deputy Port Director, and Executive Director.

- D. Purchases for Marine and Rail Construction less than \$50,000
  - Exempt from a minimum of three quotes due to limited availability of local marine and rail contractors.
  - All purchases must be approved for the dollar limits as outlined in items 1, 2, and 3 above.
- E. Purchases of Cars, Truck, Boats, and Other Major Mobile Equipment (e.g., Tractors, Forklifts, Sweepers, Man Lifts, etc.)
  - Sealed bids required unless they can be purchased directly from state or federally approved purchasing programs.
  - All purchases must be approved by the Port Commission.
- F. Purchases over \$50,000
  - Sealed bids required unless they can be purchased directly from state or federally approved purchasing programs.
  - All purchases must be approved by the Port Commission.

<sup>\*</sup>Except marine and rail construction purchases.

# Exhibit No. 1

Professional Services
Selection & Authorization Policy

# PORT OF CORPUS CHRISTI AUTHORITY PROFESSIONAL SERVICES SELECTION & AUTHORIZATION POLICY

# I. Introduction & Purpose

In order to carry out the mission of the Port of Corpus Christi Authority (PCCA) and be responsive to the needs of our customers in a cost-effective manner, it is often necessary for PCCA staff to seek outside assistance from qualified consultants. This assistance may be needed to provide specialized expertise not available in-house or to supplement existing resources when workloads exceed the available in-house staffing levels. Use of qualified consultants helps the PCCA by introducing new ideas and expertise that PCCA staff can adopt and utilize on future projects. It also allows PCCA departments to operate with a minimum level of staff.

# II. General Policy

PCCA will procure professional services when necessary to further the mission of the PCCA and to accomplish specific PCCA goals and projects. Through this policy, PCCA wishes to:

- Obtain the highest quality professional service at a fair and reasonable cost;
- Complete PCCA projects in a timely and cost-effective manner that will best serve the PCCA;
- Minimize design errors/omissions and construction claims;
   Use professional service providers most familiar with the Corpus Christi area whenever possible;
- Utilize a fair and competitive process for the selection of a professional service provider for a specific job or project;
- Provide an incentive among professional service providers to provide the best level of service possible through consideration of competence, qualifications, and past performance;
- Award professional service contracts to as many qualified providers as is practical for and beneficial to the PCCA; and
- Comply with the Texas Professional Services Procurement Act (Act), Chapter 2254, Subchapter A, Texas Government Code.

### III. Formal Selection Process

A. Unless otherwise approved by the Executive Director, a formal selection process will be used for high cost (i.e., when \$150,000 or more in fees and expenses are anticipated) professional services contracts subject to the Act. A formal selection process should be followed to ensure that all interested and qualified firms are permitted an opportunity to be considered and that the best qualified firm is

11/11

selected. Also, on projects where PCCA needs a unique expertise, a formal process should be followed to ensure that the PCCA has an opportunity to find the best qualified firm.

- B. A Request for Qualifications (RFQ) statement should be prepared which identifies the services PCCA needs and the selection process to be used, and which requests statements of qualifications from interested firms. A schedule should be provided in the RFQ, which states the deadline for submittal of qualification statements and an expected time frame for selection of a consultant, execution of an agreement, and completion of all services. The RFQ should also clearly state what information is requested of the consultants, the format in which it should be submitted, the number of copies to be submitted, and the basis to be used for selection. State law prohibits requesting any sort of price information from engineering, architectural or land surveying firms until after the most highly qualified firm has been determined. In the case of an engineering or architectural assignment, the consultants should be asked to submit their information using the federal government's Standard Form 330 (Architect-Engineer Qualifications) to facilitate review and ranking.
- C. A notice should be published in the legal section of newspapers and any other appropriate publications to alert potential consultants of PCCA's desire to retain a qualified firm to perform the work. This notice should be posted in conformance with the standard notice to bidders procedure used for construction contracts (*i.e.*, two advertisements placed one week apart with the first one being placed at least two weeks before the deadline for submittals). This notice may simply be a condensed version of the RFQ with instructions on whom to contact for a copy of the entire RFQ. RFQs should be distributed to any firms that are known to have the necessary expertise and to any firms that respond to the notice.
- D. A selection committee should be established to review the statements of qualifications, participate in the interviews, and select a firm. This committee should normally have at least three PCCA employees as members, one of whom should be the project manager. If a project or assignment will involve more than one department, then at least one representative from each involved department should serve on the committee. In any case, the total number serving on a committee should be an odd number to prevent a tie vote. One member of the committee should be elected by the committee to serve as the chairman. The chairman will establish the methods and procedure to be used in the selection process, such as a secret ballot, open vote, general consensus, etc.
- E. After receipt of the statements of qualifications, copies of each submittal will be distributed to each selection committee member. Each member should individually review all the material and rank each submittal on the basis of demonstrated competence and qualifications. Then the selection committee will meet as a group, discuss qualifications, compare rankings, and arrive at a short list of the highest ranked firms. Normally, a short list will have three to five firms listed. In certain cases, it may be desirable to list more or fewer firms. The selection committee should develop a common rating system to be used during

11/11

the consultant interviews. Prior experience in completing PCCA projects should be considered along with the volume of work the firm has performed for PCCA in the last 12 months. Every effort should be made to spread the PCCA's work out to as many qualified consulting firms as practical.

- F. Each short-listed firm should be notified by phone and in writing that they have made the short list and the time, date, and location for their interview. All other firms need not be notified if the RFQ clearly states that firms that do not receive a short-list notice by a certain date were not selected. Interviews will typically last one hour, and the consultants should be advised of the makeup of the selection committee, meeting room location, and availability of visual aid equipment. At the start of the interview, the selection committee chairman should introduce the selection committee members and make a brief opening remark about how the interview is to be conducted. Typically, the consultants will be allowed 30 to 45 minutes to make their presentation and then the selection committee will ask questions about the firm and their project team.
- G. The selection committee should meet following all the interviews and discuss the presentations, competence and qualifications of each firm in an effort to determine the most qualified firm for initial contract negotiation. A second and third firm should also be ranked in case negotiations fail. Following this initial ranking, the committee chairman should notify all short-listed firms of the name of the first-ranked firm. The top-ranked firm should be sent a detailed request for a cost proposal outlining in full detail the scope of work to be performed and the schedule for completion. The project manager and the departmental director should then review this proposal and negotiate the fee and final terms of the agreement. If negotiations break down and an agreement cannot be reached, then the project manager should notify the firm that PCCA is breaking off any further negotiations and contacting the next highest ranked firm. The next firm should then be contacted and the negotiation process started again. If negotiations cannot be made with the second firm, then the project manager should consult with the selection committee to determine if the third-ranked firm should be contacted or if the entire selection process should be started over again.
- H. A formal written contract should be prepared with PCCA legal counsel's assistance. A standard form of agreement for engineering consultants has been developed and should be utilized whenever possible. After commission approval of the contract, the executive director should sign the agreement and a notice to proceed should be issued to the consultant.

### IV. Informal Selection Process

A. An informal selection process will be used for routine, low cost (i.e., under \$150,000 in fees and expenses anticipated) professional services contracts subject to the Act. The selection will be made on the basis of demonstrated competence and qualifications to perform the required services for a fair and reasonable price. Prior experience in completing PCCA projects should be considered along with

3

11/11

the volume of work the firm has performed for PCCA in the last 12 months. Every effort should be made to spread PCCA's work out to as many qualified consulting firms as practical.

- B. After consideration of the above factors and the proposed scope of work, the project manager should review with the departmental director his recommendation of the consulting firm to be selected. After approval by the departmental director, the selected consulting firm should be contacted to begin discussions on the assignment. The project manager should outline in detail the proposed scope of work and request a written proposal setting forth the work to be performed, fee, and schedule for completion of the work. In certain cases, it may be desirable for the project manager to provide a written request for a proposal and outline the scope of work and other pertinent information.
- C. The project manager should review the proposal and negotiate the fee and terms of the assignment. An electronic request for a purchase order must be prepared and submitted for approval in accordance with PCCA's procurement guidelines. After it has been approved, the consultant should be notified that they are authorized to begin work.

### V. Authorization of Contracts

A. For purposes of this section, the following terms shall have the following respective meanings:

"<u>Professional Services</u>" means services that are predominantly mental or intellectual, rather than physical or manual, in nature. Professional Services include, without limitation, services performed by members of disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence.

"<u>Professional Services Contract</u>" means a contract for Professional Services.

"Minor Professional Services Contract" means a Professional Services Contract for an amount not to exceed \$50,000 in fees and expenses. Contracts for Professional Services with the same provider for the same project, study, service, initiative, shall be aggregated for purposes of this definition. Contracts for Professional Services with the same provider for different projects, studies, services, initiatives, or emergencies shall not be aggregated for purposes of this definition.

"Major Professional Services Contract" means any contract for Professional Services that is not a Minor Professional Services Contract.

B. The executive director shall have the authority to approve any Minor Professional Services Contract (i.e., a contract for less than \$50,000 in anticipated fees and

expenses). At each regularly scheduled Port Commission meeting, the executive director shall deliver a report on all Minor Professional Services Contracts approved by the executive director since the last regularly scheduled Port Commission meeting.

C. The Port Commission must approve each Major Professional Services Contract (i.e., a contract for \$50,000 or more of anticipated fees and expenses).

### VI. Contractual Issues

- A. Billing terms may vary considerably on consulting assignments. Lump sum or hourly reimbursement arrangements are common. Whenever the scope of work is extremely well defined and not likely to change, a lump sum arrangement is preferred. However, when the scope of work is not well defined or subject to change, an hourly arrangement is often in PCCA's best interest. A modified version of both is often used on engineering assignments with an hourly, not-to-exceed agreement. This gives PCCA the advantage of an upper limit in cases when the work becomes more involved and at other times affords the opportunity to save money when the work is performed in less time. Invoices should not be submitted more often than once a month unless special circumstances require it.
- B. Miscellaneous expenses such as reproduction and travel incurred by the consultants are often reimbursed separately from any lump sum or hourly fees. These are usually marked up by the consultant to reflect the cost incurred in acquiring these items and billing for them. A markup of 10% is considered normal and customary for miscellaneous and minor expenses. Expenses such as subconsultants and other major expenses should not be marked up more than 5%.
- C. Consulting firms subject to the Act are required to carry professional services liability coverage (Errors and Omissions) to ensure PCCA protection for a reasonable standard of care on their work. Consulting firms not subject to the Act do not always carry professional liability policies. In this situation, the project manager should consider the scope of the project and the risk involved with the project and decide if a professional liability policy should be required. Caution should be used in accepting a claims-made professional liability policy as it affords PCCA no protection in the event of a lapse of coverage anytime during or after the completion of the consulting services. If a major facility is planned and coverage is deemed important, the cost and availability of an event-based policy should be explored.

# Exhibit No. 2 Professional Services Master Agreement (Standard Template)

(Standard Template)

# AGREEMENT BETWEEN PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, AND ENGINEER FOR PROFESSIONAL SERVICES



(Insert Comp	any Name)
(Insert Proj	ect Title)
PROJECT NO.	
_	(Insert Project Number)

## TABLE OF CONTENTS

	<u>Pag</u>	<u>e</u>
Article 1 – Servi	ces of Engineer	
1.01	Scope	1
Article 2 – Owne	er's Responsibilities	
2.01	General	1
Article 3 – Time	s for Rendering Services	
3.01 3.02	General Suspension	
Article 4 – Paym	nents to Engineer	
4.01 4.02	Methods of Payment for Services and Reimbursable Expenses of Engineer  Other Provisions Concerning Payments	
Article 5 – Opin	ions of Cost	
5.01 5.02 5.03	Opinions of Probable Construction Cost  Designing to Construction Cost Limit.  Opinions of Total Project Costs	3
Article 6 – Gene	ral Considerations	
6.01 6.02 6.03 6.04 6.05 6.06 6.07 6.08 6.09 6.10 6.11 6.12 6.13 6.14 6.15 6.16	Standards of Performance Authorized Project Representatives Design without Construction Phase Services Use of Documents Insurance Termination Controlling Law Successors, Assigns, and Beneficiaries Dispute Resolution Hazardous Environmental Conditions Allocation of Risks Notices Survival Severability Waiver Headings. Public Meetings/Records.	4 4 4 5 6 6 6 7 7 8 8 8 8 8 8
Article 7 – Defin		
7.01	Defined Terms.	8
	bits and Special Provisions	_
8.01 8.02	Exhibits Included	

# AGREEMENT BETWEEN PORT OF CORPUS CHRISIT AUTHORITY OF NUECES COUNTY, TEXAS, AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective	e as of		, ("Effectiv	e Date") between	n Port of
Corpus Christi Authority of Nueces County, Texa	as, ("PCCA")	and			
("ENGINEER"). ENGINEER intends to provide	Professional	Services for			
	("Project").	PCCA and	ENGINEER	in consideration	of their
mutual covenants as set forth herein agree as follows:	:				

### ARTICLE 1 - SERVICES OF ENGINEER

### **1.01** Scope

- A. ENGINEER will provide the Basic and Additional Services set forth herein and in Exhibit A.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.
- C. ENGINEER will perform his services in accordance with the PCCA's Project Manual dated November 2011.

### **ARTICLE 2 – PCCA'S RESPONSIBILITIES**

### 2.01 General

PCCA has the responsibilities set forth herein and in Exhibit B.

### **ARTICLE 3 – TIMES FOR RENDERING SERVICES**

### 3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein will be subject to equitable adjustment. If PCCA has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services will be adjusted equitably.
  - C. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

### 3.02 Suspension

- A. If PCCA fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to PCCA, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by PCCA or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER will be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in

this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

### ARTICLE 4 - PAYMENTS TO ENGINEER

### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. For Basic Services. PCCA will pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.
- B. For Additional Services. PCCA will pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.
- C. For Reimbursable Expenses. In addition to payments provided for in paragraph 4.01.A, PCCA will pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C

### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices*. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted monthly to PCCA by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C. A brief monthly report will be submitted with each invoice that lists the tasks performed, amounts invoiced for each work task, and an estimated percent completion for each task.
- B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If PCCA fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of six percent (6%) per annum from said 30<sup>th</sup> day. In addition, ENGINEER may, after giving seven days written notice to PCCA, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices*. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

### D. Payments Upon Termination.

- 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice PCCA and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
- 2. In the event of termination by PCCA for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, will be entitled to invoice PCCA and will be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as costs of terminating contracts with ENGINEER's Consultants and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
  - 3. Under no circumstances, however, may ENGINEER recover consequential damages from PCCA.
- E. Records of ENGINEER's Costs. Records of ENGINEER's costs and hourly rates pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon PCCA's timely request, PCCA or PCCA's Representative may review ENGINEER's records at ENGINEER's office during business hours or copies of such records will be made available to PCCA at cost.
- F. Legislative Actions. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this

Project or compensation therefore, such new taxes, fees, or costs will be invoiced to and paid by PCCA as a Reimbursable Expense to which a Factor of 1.0 will be applied. Should such taxes, fees, or costs be imposed, they will be in addition to ENGINEER's estimated total compensation.

### ARTICLE 5 – OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If PCCA wishes greater assurance as to probable Construction Cost, PCCA may employ an independent cost estimator as provided in Exhibit B.

### 5.02 Designing to Construction Cost Limit

If a Construction Cost limit is established between PCCA and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 Opinions of Total Project Costs

ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

### ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality.
- B. ENGINEER is responsible for the technical accuracy of its services and documents resulting therefrom, and PCCA is not responsible for discovering deficiencies therein. ENGINEER will correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in PCCA-furnished information.
- C. ENGINEER will perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER will serve as PCCA's prime professional for the design of the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER is not required to employ any Consultant unacceptable to ENGINEER.
- D. ENGINEER and PCCA will comply with applicable Laws or Regulations and PCCA-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to PCCA's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. PCCA is responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by PCCA to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

- F. PCCA will make decisions and carry out its other responsibilities in a timely manner and bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. ENGINEER is not required to sign any documents, no matter by whom requested, that would result in ENGINEER's having to certify, guarantee, or warrant the existence of conditions whose existence ENGINEER cannot ascertain. PCCA agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.
- H. During the Construction Phase, ENGINEER will not supervise, direct, or have control over Contractor's work, nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. ENGINEER is not responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by PCCA without consultation and advice of ENGINEER.
- K. The General Conditions for any construction contract documents prepared hereunder are to be the PCCA "General Conditions."

### 6.02 Authorized Project Representatives

Contemporaneous with the execution of this Agreement, ENGINEER and PCCA will designate specific individuals to act on behalf of ENGINEER and PCCA with respect to the services to be performed or furnished by ENGINEER and responsibilities of PCCA under this Agreement. Such individuals will have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

### 6.03 Design Without Construction Phase Services

- A. Should PCCA provide Construction Phase services with either PCCA's Representative or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation or review of Contractor's performance or any other Construction Phase services, and that such services will be provided by PCCA, then PCCA assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claim against ENGINEER that may be in any way connected thereto.

### 6.04 Use of Documents

- A. All Documents in respect to this Project are the property of PCCA.
- B. Copies of PCCA-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by PCCA to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by PCCA are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format of text, data, graphics, or of

other types that are furnished by ENGINEER to PCCA are only for convenience of PCCA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party will be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER is not responsible to maintain documents stored in electronic media format after acceptance by PCCA.
- E. When transferring documents in electronic media format, neither PCCA nor ENGINEER make any representation as to the other as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PCCA or ENGINEER at the beginning of this Project.
- F. Documents provided by ENGINEER are not intended or represented to be suitable for reuse by PCCA or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at PCCA's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants.
  - G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by PCCA and ENGINEER.

### 6.05 Insurance

- A. ENGINEER will procure and maintain and keep in force minimum insurance as set forth in Exhibit G, "Insurance," at ENGINEER's expense as will protect ENGINEER from claims which may arise out of or result from ENGINEER's services pursuant to this Agreement, whether such operations be by ENGINEER, by any subcontractor of ENGINEER, by anyone directly or indirectly employed by ENGINEER or ENGINEER's subcontractor, or by anyone for whose acts ENGINEER or ENGINEER's subcontractor may be liable.
- B. ENGINEER will deliver to PCCA certificates of insurance evidencing the coverages indicated in Exhibit G, "Insurance." Such certificates will be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement. Any such certificates must be executed by an authorized representative of the company issuing the insurance policy and contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to PCCA. ENGINEER's Consultants will be named as "additional insureds" on each liability or property policy of insurance purchased and maintained by ENGINEER for the Project.
- C. At any time, PCCA may request that ENGINEER, at PCCA's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G, "Insurance." If so requested by PCCA, with the concurrence of ENGINEER, and if commercially available, ENGINEER will obtain and will require ENGINEER's consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by PCCA, and Exhibit G will be supplemented to incorporate these requirements.
- D. Under all applicable coverages, except professional liability coverage, ENGINEER will provide a Waiver of Subrogation endorsement in favor of PCCA. The endorsement will additionally provide that ENGINEER releases PCCA from any liability for any claims ENGINEER may have against PCCA that are or should have been covered by the insurance for which the Waiver of Subrogation is made.
- E. Under all applicable coverages, except professional liability coverage, ENGINEER will include PCCA as a "named additional insured" when permitted by law.

F. ENGINEER will not commence work under this Agreement until ENGINEER has obtained all insurance required hereunder and certificates of such insurance have been filed with and approved by PCCA. Insurance coverage must be on the forms and with insurers acceptable to PCCA. Approval of the insurance by PCCA will not relieve, decrease, or otherwise affect the liability of ENGINEER.

### 6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### b. By ENGINEER:

- 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by PCCA to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
- 2) upon seven days written notice if ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience,

By PCCA effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 6.07 Controlling Law

This Agreement is to be governed by the laws of the state of Texas. Venue of any action will be in Nueces County, Texas.

### 6.08 Successors, Assigns, and Beneficiaries

- A. PCCA and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of PCCA and ENGINEER (and, to the extent permitted by paragraph 6.08.B, the assigns of PCCA and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither PCCA nor ENGINEER may assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that are due or may become due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by PCCA or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of PCCA and ENGINEER and not for the benefit of any other party, person, or entity.

### 6.09 Dispute Resolution

- A. PCCA and ENGINEER agree to negotiate all disputes between them in good faith (including, if agreed, the use of a mediator) for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that PCCA and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."
- C. In the event PCCA requests ENGINEER to perform work that in ENGINEER's opinion is not included under the Basic Services described in Exhibit A and PCCA believes that it is included, ENGINEER will proceed with the work without delay and perform it to the satisfaction of PCCA. At the conclusion of the Project, ENGINEER may request that the issue of payment for this work be submitted to mediation (if both parties agree) or to arbitration as outlined in Exhibit H.
- D. In the event PCCA and ENGINEER cannot agree on the price of additional services requested by PCCA, ENGINEER will proceed with the work without delay and perform it to the satisfaction of PCCA. At the conclusion of the Project, ENGINEER may request that the disputed price for any additional services be submitted to mediation (if both parties agree) or to arbitration as outlined in Exhibit H.

### 6.10 Hazardous Environmental Conditions

- A. PCCA will disclose to the best of its knowledge to ENGINEER the existence of all Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- B. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER has the obligation to notify PCCA and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- C. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until PCCA (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- D. PCCA acknowledges that ENGINEER is performing professional services for PCCA and that ENGINEER is not and will not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

E. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition will justify ENGINEER's terminating this Agreement for cause on 30 days notice.

### 6.11 Allocation of Risks

Indemnification: See Exhibit I.

### 6.12 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by telefax, transmission, or by a commercial courier service. All notices will be effective upon the date of receipt.

### 6.13 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

### 6.14 Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon PCCA and ENGINEER, who agree that the Agreement will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 6.15 Waiver

Non-enforcement of any provision by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

### 6.16 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

### 6.17 Public Meetings/Records

PCCA is a political subdivision of the state of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, Chapters 551 and 552), and as such, PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, ENGINEER agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by PCCA as required by the Texas Open Meetings Act, Texas Public Information Act, or any other law will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability, or action by ENGINEER.

### **ARTICLE 7 – DEFINITIONS**

### 7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents.

- 2. Additional Services. The services to be performed for or furnished to PCCA by ENGINEER in accordance with Exhibit A, Part 2, of this Agreement.
- 3. Agreement. This "Agreement between PCCA and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
- 4. *Application for Payment*. The form acceptable to PCCA which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 5. Asbestos. Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 6. Basic Services. The services to be performed for or furnished to PCCA by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.
- 7. *Bid.* The offer or proposal of the bidder submitted on the PCCA-prescribed form setting forth the prices for the Work to be performed.
- 8. *Bid Documents*. The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the Contract Documents, and all Addenda, if any.
- 9. *Change Order*. A document recommended by ENGINEER, which is signed by Contractor and PCCA to authorize an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.
- 10. Construction Agreement. The entire and integrated written agreement between PCCA and Contractor concerning the Work.
- 11. Construction Cost. The cost to PCCA of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants; cost of land, rights-of-way, or compensation for damages to properties; or PCCA's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project; or the cost of other services to be provided by others to PCCA pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
- 12. Contract Documents. The documents described in the Construction Agreement between PCCA and Contractor as the Contract Documents. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- 13. *Contract Price*. The moneys payable by PCCA to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
- 14. Contract Times. The numbers of days or the dates stated in the Construction Agreement to (i) achieve Substantial Completion and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.
- 15. Contractor. An individual or entity with which PCCA enters into a Construction Agreement.
- 16. Correction Period. The time after Substantial Completion during which Contractor must correct, at no cost to PCCA, any Defective Work, normally one year after the date of Substantial Completion or such

longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

- 17. *Defective*. An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.
- 18. *Documents*. Data, Reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to PCCA pursuant to this Agreement.
- 19. *Drawings*. That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop drawings are not Drawings as so defined.
- 20. Effective Date of the Construction Agreement. The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 21. Effective Date of the Agreement. The date indicated in this Agreement on which it becomes effective; but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 22. *ENGINEER's Consultants*. Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.
- 23. *Field Order*. A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 24. *General Conditions*. That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.
- 25. Hazardous Environmental Condition. The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- 26. *Hazardous Waste*. The term Hazardous Waste will have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 27. Laws and Regulations; Laws or Regulations. Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 28. PCBs. Polychlorinated biphenyls.
- 29. *PCCA's Representative*. The PCCA's representative is Greg Brubeck, P.E., Director of Engineering Services for the Port of Corpus Christi Authority of Nueces County, Texas, or his duly authorized representative.
- 30. Petroleum. Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60° Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

- 31. *Radioactive Materials*. Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 *et seq*) as amended from time to time.
- 32. Record Drawings. The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information that ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.
- 33. Reimbursable Expenses. The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which PCCA will pay ENGINEER as indicated in Exhibit C.
- 34. *Samples*. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 35. *Shop Drawings*. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.
- 36. Site. Lands or areas indicated in this Agreement or the Drawings as being furnished by PCCA upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by PCCA, which are designated for use of Contractor.
- 37. Special Conditions. That part of the Contract Documents which amends or supplements the General Conditions.
- 38. *Specifications*. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- 39. Substantial Completion. That point in the Project wherein ENGINEER determines that the Project is suitable for use or occupancy for its intended purpose but may still require minor miscellaneous work or adjustment.
- 40. *Total Project Costs*. The sum of the Construction Cost; allowances for contingencies; the total costs of services of ENGINEER or other design professionals and consultants; cost of land, rights-of-way, or compensation for damages to properties; or PCCA's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project; or the cost of other services to be provided by others to PCCA pursuant to Exhibit B of this Agreement.
- 41. Work. The entire completed construction or the various separately identifiable parts thereof required to be provided pursuant to the documents described under the Contract Documents in the agreement for construction with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.
- 42. Work Change Directive. A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by PCCA upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a

subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

43. Written Amendment. A written amendment of the Contract Documents signed by PCCA and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

### **ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS**

8.01	Exhibits Included			
	A.	Exhibit A, "ENGINEER's Services."	(Consisting of	Pages) or (Not Used)
	В.	Exhibit B, "PCCA's Responsibilities."	(Consisting of	Pages) or (Not Used)
	C.	Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses."	(Consisting of	Pages) or (Not Used)
	D.	Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative."	This Exhibit has bee	n intentionally deleted.
	E.	Exhibit E, "Notice of Acceptability of Work."	(Consisting of	Pages) or (Not Used)
	F.	Exhibit F, "Construction Cost Limit."	(Consisting of	Pages) or (Not Used)
	G.	Exhibit G, "Insurance."	(Consisting of	Pages) or (Not Used)
	Н.	Exhibit H, "Dispute Resolution."	(Consisting of	Pages) or (Not Used)
	I.	Exhibit I, "Allocation of Risks."	(Consisting of	Pages) or (Not Used)
	J.	Exhibit J, "Special Provisions."	(Consisting of	Pages) or (Not Used)
	K.	Exhibit K, "Civil Rights Compliance."	(Consisting of	Pages) or (Not Used)
	L.	Exhibit L, "Child Support Statement."	(Consisting of	Pages) or (Not Used)

### 8.02 Total Agreement

A. This Agreement (consisting of pages 1 to \_\_\_\_ (Insert last page number of this Agreement) inclusive, together with the Exhibits identified above) constitutes the entire agreement between PCCA and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

PCCA:	ENGINEER:
Port of Corpus Christi Authority of Nueces County, Texas	
By:	Ву:
Name: John P. LaRue	Name:
Title: Executive Director	Title:
Date Signed:	Date Signed:
Address for giving notice:	Address for giving notice:
222 Power Street	
Corpus Christi, Texas 78401	
Attention: Director of Engineering Services	
Designated Representative (¶ 6.02):  Greg Brubeck, P.E.	Designated Representative (¶ 6.02):
	Title:
Phone Number: 361-885-6138	Phone Number:
Facsimile Number: <u>361-881-5163</u>	Facsimile Number:
E-Mail Address: greg@pocca.com	E-Mail Address:

	This is EXHIBIT A, consisting of page(s), referred to in and part of the Agreement Between PCCA and ENGINEER for Professional Services dated
	(Please initial) PCCA ENGINEER
ENGIN	EER's Services and Responsibilities
	1 of the Agreement is amended and supplemented to include the following agreement of the parties. EER will provide Basic and Additional Services as set forth below.
PART 1	- BASIC SERVICES
A-1.01	Study and Report Phase.
	A. ENGINEER will:
	1. Consult with PCCA to define and clarify PCCA's requirements for the Project and available data.
	2. Advise PCCA as to the necessity of PCCA's providing data or services of the types described in Exhibit B, which are not part of ENGINEER's Basic Services, and assist PCCA in obtaining such data and services.
	3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER including, but not limited to, mitigating measures identified in the environmental assessment.
	4. Identify and evaluate alternate solutions available to PCCA and, after consultation with PCCA, recommend to PCCA those solutions which in ENGINEER's judgment meet PCCA's requirements for the Project.
	5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to PCCA which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by PCCA, allowances for other items and services included within the definition of Total Project Costs.
	6. Perform or provide the following additional Study and Report Phase tasks or deliverables:
	a b c
	7. Furnish review copies of the Report to PCCA within days of authorization to begin services and review it with PCCA.
	8. Revise the Report in response to PCCA's and other parties' comments, as appropriate, and furnish final copies of the revised Report to PCCA within days after completion of reviewing it with PCCA.

B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to PCCA.

### A-1.02 Preliminary Design Phase.

- A. After acceptance by PCCA of the Report, selection by PCCA of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by PCCA, and upon written authorization from PCCA, ENGINEER will:
  - 1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  - 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  - 3. Advise PCCA if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist PCCA in obtaining such reports, data, information, or services.
  - 4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A-1.01.A.5.
    - 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

- 6. Furnish the Preliminary Design Phase documents to and review them with PCCA.
- 7. Submit to PCCA \_\_\_\_ final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within \_\_\_\_ days after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to PCCA.

### A-1.03 Final Design Phase.

- A. After acceptance by PCCA of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any PCCA-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from PCCA, ENGINEER will:
  - 1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 48-division format of the Construction Specifications Institute.
  - 2. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist PCCA in consultations with appropriate authorities.
  - 3. Advise PCCA of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A-1.01.A.5.

4.	Perform or provide the following additional Final Design Phase tasks or deliverables:
	a
	b c
	Prepare and furnish Bid Documents for review and approval by PCCA, its legal counsel, and other as appropriate, and assist PCCA in the preparation of other related documents.
6. Cost to F	Submit final copies of the Bid Documents and a revised opinion of probable Construction PCCA within days after authorization to proceed with this phase.
more than one pri prime Contractors Final Design Phas Negotiating, Cons are applicable to	ne event that the Work designed or specified by ENGINEER is to be performed or furnished under me contract, or if ENGINEER's services are to be separately sequenced with the work of one or more is (such as in the case of fast-tracking), PCCA and ENGINEER will, prior to commencement of the see, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or struction, and Post-Construction Phases in order to sequence and coordinate properly such services as the work under such separate prime contracts. This schedule is to be prepared and included in or liment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
	number of prime contracts for Work designed or specified by ENGINEER upon which the mpensation has been established under this Agreement is
	GINEER's services under the Final Design Phase will be considered complete on the date when the d by paragraph A-1.03.A.6 have been delivered to PCCA.
A-1.04 Bidding	or Negotiating Phase.
	er acceptance by PCCA of the Bid Documents and the most recent opinion of probable Construction ed in the Final Design Phase and upon written authorization by PCCA to proceed, ENGINEER will:
applicab	Assist PCCA in advertising for and obtaining Bids or negotiating proposals for the Work and, where le, maintain a record of prospective bidders to whom Bid Documents have been issued, attend preferences, if any, and receive and process Contractor deposits or charges for the Bid Documents.
2.	Issue Addenda as appropriate to clarify, correct, or change the Bid Documents.
entities j	Consult with PCCA as to the acceptability of subcontractors, suppliers, and other individuals and proposed by Contractor for those portions of the Work as to which such acceptability is required by Documents.
	Determine the acceptability of substitute materials and equipment proposed during the Bidding or ting Phase when substitution prior to the award of contracts is allowed by the Bid Documents.
5.	Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
	a b c
6. proposa	Attend the Bid opening, prepare Bid tabulation sheets, and assist PCCA in evaluating Bids or ls and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

### A-1.05 Construction Phase.

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from PCCA, ENGINEER will:
  - 1. General Administration of Construction Contract. Consult with PCCA and act as PCCA's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions will not be modified, except as ENGINEER may otherwise agree in writing. All of PCCA's instructions to Contractor will be issued through ENGINEER, who has authority to act on behalf of PCCA in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
  - 2. Selecting Independent Testing Laboratory. Assist PCCA in the selection of an independent testing laboratory to perform the services identified in paragraph B-2.01.O.
  - 3. *Pre-Construction Conference*. Participate in a pre-construction conference prior to commencement of Work at the Site.
  - 4. *Baseline and Benchmarks*. As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
  - 5. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
    - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER will keep PCCA informed of the progress of the Work.
    - b. The purpose of ENGINEER's visits to the Site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the competed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor; provided, however, if ENGINEER observes a condition at the Project, or work being performed that in ENGINEER's opinion involves a matter of safety at the Project, ENGINEER will promptly notify Contractor and PCCA about such matter for safety precautions and programs incident to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 6. Defective Work. Recommend to PCCA that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 7. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 8. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to PCCA, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 9. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
- 10. Substitutes and "Or-Equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, subject to the provisions of paragraph A-2.02.A.2 of this Exhibit A.
- 11. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER is entitled to rely on the results of such tests.
- 12. Disagreements between PCCA and Contractor. Render formal written decisions on all claims of PCCA and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to PCCA or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity.
- 13. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to PCCA, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A-1.05.A.5.a are expressly subject to the

limitations set forth in paragraph A-1.05.A.5.b and other express or general limitations in this Agreement and elsewhere.

- b. By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to PCCA free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between PCCA and Contractor that might affect the amount that should be paid.
- 14. Contractor's Completion Documents.
  - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A-1.05.A.9, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A-1.05.A.9.
  - c. ENGINEER will transmit these documents to PCCA.
- 15. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with PCCA and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of PCCA, ENGINEER considers the Work Substantially Complete, ENGINEER will deliver a Notice of Substantial Completion to PCCA and Contractor.
- 16. Additional Tasks. Perform or provide the following additional Construction Phase tasks or deliverables:

a.	
b.	
c.	

- 17. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A-1.05.A.13.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractor. If the Project involves more than one prime contract as indicated in paragraph A-1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. Limitation of Responsibilities. ENGINEER is not responsible for the acts or omissions of any Contractor or of any of Contractor's subcontractors, suppliers, or of any other individual or entity performing or furnishing any portion of the Work. ENGINEER is not responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

### A-1.06 Post-Construction Phase.

- A. Upon written authorization from PCCA, ENGINEER, during the Post-Construction Phase, will:
  - 1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
  - 2. Assist PCCA in training PCCA's staff to operate and maintain Project equipment and systems.
- 3. Assist PCCA in developing procedures for control of the operation and maintenance of and record keeping for Project equipment and systems.
- 4. Together with PCCA, visit the Project to observe any apparent defects in the Work, assist PCCA in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
  - 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

a.	 
b.	
c.	

- 6. In company with PCCA or PCCA's Representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

### PART 2 – ADDITIONAL SERVICES

A-2.01 Additional Services Requiring PCCA's Authorization in Advance.

If authorized in writing by PCCA, ENGINEER will furnish or obtain from others Additional Services of the types listed below. These services will be paid for by PCCA as indicated in Article 4 of the Agreement.

- 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by PCCA.
- 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, PCCA's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions

are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

- 4. Services resulting from PCCA's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A-1.01.A.4.
- 5. Services required as a result of PCCA's providing incomplete or incorrect Project information with respect to Exhibit B.
  - 6. Providing renderings or models for PCCA's use.
- 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting PCCA in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by PCCA.
  - 8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
  - 9. Services attributable to more prime construction contracts than specified in paragraph A-1.03.C.
- 10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or PCCA's office.
- 11. Preparing for, coordinating with, participating in, and responding to structured independent review processes including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by PCCA; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bid Documents as a result of such review processes.
- 12. Preparing additional Bid or Contract Documents for alternate bids or prices requested by PCCA for the Work or a portion thereof.
- 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
- 14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A-1.05.A.4, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  - 15. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
- 16. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- 17. Preparing and furnishing to PCCA Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
  - 18. Preparation of operation and maintenance manuals.
- 19. Preparing to serve or serving as a consultant or witness for PCCA in any litigation, arbitration, or other dispute resolution process related to the Project.
- 20. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by PCCA.

21. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

#### A-2.02 Required Additional Services.

ENGINEER will perform or furnish, without requesting or receiving specific advance authorization from PCCA, the Additional Services of the types listed below. ENGINEER will advise PCCA in writing promptly after starting any such Additional Services.

- 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by PCCA so as to make the compensation commensurate with the extent of the Additional Services rendered.
- 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

	This is <b>EXHIBIT B</b> , consisting of page(s), referred to in and part of the <b>Agreement Between PCCA and ENGINEER for Professional Services</b> dated
	(Please initial) PCCA ENGINEER
PCCA's Responsibilities	

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

- B-2.01 In addition to other responsibilities of PCCA as set forth in this Agreement, PCCA will:
- A. Provide ENGINEER with criteria and information as to PCCA's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which PCCA will require to be included in the Drawings and Specifications; and furnish copies of PCCA's standard forms, conditions, and related documents for ENGINEER to include in the Bid Documents, when applicable.
- B. Furnish to ENGINEER any other available information in PCCA's possession pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project-related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land-use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever PCCA observes or otherwise becomes aware of any defect or nonconformance in ENGINEER's services.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as PCCA deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
  - I. Provide, as required, for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as PCCA requires, Contractor raises, or ENGINEER reasonably requests.
  - 3. Such auditing services as PCCA requires to ascertain how or for what purpose Contractor has used the moneys paid.
    - 4. Placement and payment of advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by PCCA to perform or furnish services in regard to the Project including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to ENGINEER data as to PCCA's anticipated costs for services to be provided by others for PCCA so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If PCCA designates a construction manager or any individual or entity other than, or in addition to, ENGINEER to represent PCCA at the Site, define and set forth as an appendix to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-Bid conference, Bid opening, pre-construction conferences, construction progress and other Project-related meetings, and Substantial Completion and Final Acceptance inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of PCCA, prior to their incorporation into the Work with appropriate professional interpretation thereof:
  - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  - 2. That Contractor is taking all necessary precautions for the safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- P. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B-2.01.O.

Q.	Perform or provide the following additional services:
	1.
	2
	3

	of page(s), referred to in and part of the Agreement Between PCCA and ENGINEER for Professional Services dated
	(Please initial) PCCA ENGINEER
Final Authority	

ENGINEER will act as the PCCA Representative and Project Manager in accordance with the Agreement and the PCCA Project Manual dated November 2011. However, Greg Brubeck, P.E., PCCA Director of Engineering Services, will, when Project circumstances or ENGINEER's services require, have final authority over all decisions to be made by PCCA relative to the Project.

	This is EXHIBIT C, consisting of page(s), referred to in and part of the Agreement Between PCCA and ENGINEER for Professional Services dated
	(Please initial) PCCA ENGINEER
Payments to ENGINEER for Services and Reimbursable Expen	ases
Article 4 of the Agreement is amended and supplemented to include	e the following agreement of the parties:
ARTICLE 4 – PAYMENTS TO THE ENGINEER	
C-4.01 For Basic Services Having A Determined Scope – Standar	d Hourly Rates Method of Payment.
PCCA will pay ENGINEER for Basic Services set forth in	Exhibit A as follows:
A. An amount equal to the cumulative hours charged employees times Standard Hourly Rates for each applicable billing plus Reimbursable Expenses and ENGINEER's Consultant's charge	g class for all services performed on the Project,
B. ENGINEER's Reimbursable Expenses Schedule ar Exhibit C as Appendices 1 and 2.	nd Standard Hourly Rates are attached to this
C. The total compensation for services under paragraph the following assumed distribution of compensation:	n C-4.01 will not exceed \$ based on
<ol> <li>Study &amp; Report Phase</li> <li>Preliminary Design Phase</li> <li>Final Design Phase</li> <li>Construction Phase</li> </ol>	\$ \$ \$
D. With approval of the Director of Engineering Soldistribution of compensation between individual phases of the wactually rendered. ENGINEER will not exceed the total estimated by PCCA.	work noted herein to be consistent with services
E. The total estimated compensation for ENGINEER's noted in paragraph C-4.01.C incorporates all labor, overhead, ENGINEER's Consultant's charges.	
F. The amounts billed for ENGINEER's services under phours charged to the Project during the billing period by each complete Hourly Rates for each applicable billing class, plus Reimbursable English Project during class, plus Reimbursable English Project during the billing class and project during the billing period by each control of the billing class and project during the billing class are project during the billing class and project during the billing class are project during the billing class and project during the billing class are project during the billing class and project during the billing class are project during the billing class and project during the billing class are project during the billing class and project during the billing class are project during the billing class and project during the billing class are project during the billing class are project during the billing class and project during the billing class are project during the billing class and project during the billing class are project during the billing class are project during the billing class and project during the billing class are project during the billing class and project during the billing class are proj	lass of ENGINEER's employees times Standard
G. The Standard Hourly Rates and Reimbursable Expension to reflect equitable changes in the compensation paya	
H. The Standard Hourly Rates Method of Payment is convexeding months. Should the time to complete the V compensation to ENGINEER will be appropriately adjusted.	onditioned on the time to complete the Work not Work be extended beyond this period, the total

Exhibit C
Payments to ENGINEER for
Services & Reimbursable Expenses
1/3

#### C-4.02 For Additional Services.

PCCA will pay ENGINEER for Additional Services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A-2.01 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

#### C-4.03 For Reimbursable Expenses.

- A. When included as a part of Basic Services (Exhibit A, Part 1) or Additional Services (Exhibit A, Part 2), PCCA will pay ENGINEER for Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the categories described in Appendix 1 to this Exhibit C and similar Project-related items in addition to those required under Exhibit A and, if authorized in advance by PCCA, overtime work requiring higher than regular rates. In addition, if authorized in advance by PCCA, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER. All invoiced external Reimbursable Expenses allocable to the Project may be invoiced with a markup of 10% of actual cost to ENGINEER.
- D. The Reimbursable Expenses Schedule may be adjusted annually (beginning \_\_\_\_\_) to reflect equitable changes in the compensation payable to ENGINEER.

#### C-4.04 Standard Hourly Rates.

Standard Hourly Rates set forth in Appendix 2 to this Exhibit C are for salaries and wages paid to personnel in each billing class and the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

#### C-4.05 For ENGINEER's Consultant's Charges.

Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges will be the amounts billed by ENGINEER's Consultants to ENGINEER at actual cost to ENGINEER plus a markup of 5% if Professional Liability insurance is not provided. ENGINEER may use a markup of 10% if Professional Liability insurance is provided in an amount approved by the PCCA.

#### C-4.06 Favored Rates.

- A. The execution of this Agreement by ENGINEER is a representation material to this Agreement that the Hourly Rates to be charged by ENGINEER set forth in this Exhibit C are equal to, or less than, the hourly rates charged by ENGINEER to public entities for the same or similar services performed by ENGINEER within thirty (30) days prior to the effective date of this Agreement by ENGINEER.
- B. ENGINEER agrees that if, at any time after the effective date of the Agreement, ENGINEER agrees to charge, or charges, any other public entity in the Coastal Bend area an hourly rate or hourly rates for the same or similar services performed by ENGINEER pursuant to the Agreement, that is, or are, less than any of the standard Hourly Rates set forth in Appendix 2 to this Exhibit C, then ENGINEER will, effective the date ENGINEER agrees to charge such lower rate or rates, adjust its hourly rate or rates being charged PCCA pursuant to the Agreement to such lower hourly rate or rates. ENGINEER's requests for payment for services will contain a certification signed by ENGINEER and ENGINEER's Consultants in a form approved by PCCA that the rates charged PCCA by ENGINEER (which, as defined in this Agreement, includes ENGINEER's independent associates, consultants,

subcontractors, or vendors) are equal to or less than hourly rates charged public entities in the Coastal Bend area by ENGINEER for the same or similar services provided by ENGINEER to PCCA. If ENGINEER charges rates in excess of the rates agreed to be charged in this Agreement, then PCCA may recover from ENGINEER the excess charged and paid by PCCA to ENGINEER.

#### C-4.07 Other Provisions Concerning Payment.

- A. Progress Payments. The portion of the amounts billed for ENGINEER's services which are related to the services identified in paragraphs C-4.01 and C-4.02, will be during the billing period based on the cumulative hours charged to the Project by each class of ENGINEER's employees times the Standard Hourly Rate for each class plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
- B. Extended Contract Times. Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C-4.01, payment for ENGINEER's services will be continued based on the Standard Hourly Rates Method of Payment.

	This is <b>Appendix 1 to EXHIBIT C</b> , consisting of page(s), referred to in and part of the <b>Agreement Between PCCA and ENGINEER for Professional Services</b> dated
	(Please initial) PCCA ENGINEER
Reimbursable Expenses Schedule	
	es stipulate that the Reimbursable Expenses are subject to review ses for services performed on the date of the Agreement are:
Fax	\$/Page
Copies 8½" x 11"	\$/Page
Copies of Drawings 22" x 34"	\$/Sheet
Copies of Drawings 11" x 17"	\$/Sheet
Mileage	\$/Mile
Confined Space Equipment	\$/Day + Expenses
CAD Charge	\$/Hour
CAE Terminal Charge	\$/Hour
VCR & Monitor Charge	\$/Day <i>or</i> \$/Week <i>or</i> \$/Month
Video Camcorder	\$/Day + \$/Tape
Flow Meter Charge	\$/Week <i>or</i> \$/Month
Rain Gauge	\$/Week <i>or</i> \$/Month
Sampler Charge	\$/Week <i>or</i> \$/Month
Dissolved Oxygen Tester Charge	\$/Week
Laboratory Pilot Testing Charge	\$/Week <i>or</i> \$/Month
Soil Gas Kit	\$/Day

Water Level Meter	\$/Day <i>or</i> \$/Month
Soil Sampling	\$/Sample
Groundwater Sampling	\$/Sample
Health & Safety Level D Training	\$/Day
Health & Safety Level C Training	\$/Day
Long Distance Phone Calls	At Cost
Meals & Lodging	At Cost

This is Appendix 2 consisting of page part of the Agreement ENGINEER for Profe	(s), refe Betwe	erred to in	and and
	PCCA ENGIN	(Please i  VEER	

#### **Standard Hourly Rates Schedule**

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

<u>Title</u>	NSPE Grade	Billing Rate	
Engineer Associate 1	I	\$/Hour	
Engineer Associate 2	II	\$/Hour	
Assistant Engineer	III	\$/Hour	
Engineer	IV	\$/Hour	
Senior Engineer 1	V	\$/Hour	
Senior Engineer 2	VI	\$/Hour	
Department Engineer	VII	\$/Hour	
Division Manager	VIII	\$/Hour	
President, Partner	IX	\$/Hour	•
Jr. CAD Technician	N/A	\$/Hour	
Sr. CAD Technician	N/A	\$/Hour	•
Administrative/Clerical Staff	N/A	\$/Hour	•
3-Man Field Crew (Includes all equipment, vehicles & stakes)	N/A	\$/Hour	î
Registered Professional Land Surveyo	or N/A	\$/Hour	ſ
Sounding Crew (Includes boat & equipment)	N/A	\$/Hour	•

	This is <b>EXHIBIT D</b> ,	consisting of page(s),
	referred to in and	part of the Agreement
	Between PCCA	and ENGINEER for
	Professional Service	s dated
		(Please initial)
		PCCA
		ENGINEER
Duties, Responsibilities, and Limitations of Authority of Resid	ent Project Represent	ative"

Exhibit D
"Duties, Responsibilities, and Limitations of Authority
of Resident Project Representative"
has been intentionally deleted from this Agreement.

11/11

	This is EXHIBIT E, consisting of page(s), referred to in and part of the Agreement Between PCCA and ENGINEER for Professional Services dated
	(Please initial) PCCA ENGINEER
Notice of Acceptability of Work	
NOTICE OF ACCEPT	ABILITY OF WORK
PROJECT:	
PCCA PROJECT NUMBER:	
DATE OF CONSTRUCTION AGREEMENT:	
ENGINEER:	
To: PCCA	
And To: CONTRACTOR	
The undersigned (ENGINEER) hereby gives no completed Work furnished and performed by CONTRAG subject to the provisions of the related Contract Docume side hereof.	
By:	
Name:	
Title:	
Dated:	

(See reverse side of Notice)

#### CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said notice and rely thereon agree:

- 1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
  - 2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
- 3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
- 4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by PCCA to perform or furnish during construction of the Project (including observation of the Contractor's work) under ENGINEER's Agreement with PCCA and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with PCCA and the Construction Contract referenced on the reverse hereof.
- 5. Said Notice affirms CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof but is not an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.
- 6. Said Notice affirms that the design of the Project complies with all city of Corpus Christi building codes.

	re B	his is EXHIBIT F, consisting of page(s), eferred to in and part of the Agreement etween PCCA and ENGINEER for rofessional Services dated
		(Please initial) PCCA ENGINEER
Construction	n Cost Limit	
Paragraph 5.02	02 of the Agreement is amended and supplemented to incl	ude the following agreement of the parties:
F-5.02 Design	igning to Construction Cost Limit	
	A Construction Cost limit in the amount of	Dollars
B. a established.	A bidding or negotiating contingency of% v	will be added to any Construction Cost limit
C. 7	The acceptance by PCCA at any time during Basic	Services of a revised opinion of probable

D. ENGINEER will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost limit.

Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase

- E. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on ENGINEER, and PCCA will consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest *bona fide* proposal or Bid exceeds the established Construction Cost limit, PCCA will (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER will modify the Drawings and Specifications as necessary to bring the Construction Cost within the Construction Cost limit at no cost to PCCA, and the providing of such services will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER will not otherwise be liable for damages attributable to the lowest *bona fide* proposal or Bid exceeding the established Construction Cost limit.
- G. If PCCA refuses to accept a revised opinion of the probable Construction Cost from ENGINEER, then ENGINEER has no responsibility for modification of Drawings and Specifications. Modification of Drawings and Specifications will be performed as additional services.

in the Construction Cost limit.

This is <b>E</b>	XHIB	IT G	, cons	sisti	ng o	f	pag	e(s),
referred	to in	and	part	of	the	Ag	reen	nent
Between	PC	CA	and	$\mathbf{E}$	NGI	NEI	ER	for
Profession	onal S	ervic	es dat	ed_				
						(Ple	ase ii	nitial)
			P	CC	A	_		
			Е	NG	INE	ER _		

#### Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

#### G-6.05 Insurance

The limits of liability for the insurance required by paragraph 6.05 of the Agreement are as follows:

	TYPE OF INSURANCE	<u>LIMITS OF LIABILITY</u>
A.	Workers' Compensation	Statutory
В.	Employer's Liability	\$500,000
C.	Commercial General Liability	\$1,000,000 (CSL) \$2,000,000 (Aggregate)

Such policy will provide evidence of contractual liability at the aforementioned limits.

D. Business Automobile Liability

\$1,000,000 (CSL)

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

E. Professional Liability Insurance (E&O) Effective Through:

\$2,000,000 Occurrence Completion of this Contract

ENGINEER will procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide and maintain in full force and effect coverage in such amounts with deductible provisions that must be approved by PCCA in writing and for such period of time as set forth above, and certificates indicating that such insurance is in effect will be delivered to PCCA.

Policy will include an endorsement covering Bodily Injury and Property Damage in the policy. The above limit may be in the form of primary coverage or a combination of primary and umbrella/excess coverage.

F. Umbrella Liability

\$5,000,000

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

	This is <b>EXHIBIT H</b> , consisting of page(s), referred to in and part of the <b>Agreement Between PCCA and ENGINEER for</b>
	Professional Services dated
	(Please initial) PCCA ENGINEER
Dispute Resolution	

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

H-6.09 Dispute Resolution

All disputes between PCCA and ENGINEER, subject to the negotiation or mediation referred in paragraph 6.09 of the Agreement, will be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement, subject to the limitations and restrictions stated in paragraphs A through D below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph H-6.09 will be specifically enforceable under prevailing law of any court having jurisdiction.

- A. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations.
- B. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$\_\_\_\_\_\_ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider or make findings (except in denial of their own jurisdiction) concerning any dispute, where the amount in controversy of any such dispute, is more than \$\_\_\_\_\_ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$\_\_\_\_\_ (exclusive of interest and costs).
- C. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- D. If a dispute in question between PCCA and ENGINEER involves the work of a Contractor, subcontractor, or consultant to PCCA or ENGINEER (each a "Joinable Party"), either PCCA or ENGINEER may join each Joinable Party as a party to the arbitration between PCCA and ENGINEER hereunder, and ENGINEER or PCCA, as appropriate, will include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between PCCA and ENGINEER involving the work of such Joinable Party. Nothing in this paragraph H-6.09 or in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against PCCA or ENGINEER that does not otherwise exist.

	This is <b>EXHIBIT I</b> , consisting of page(s), referred to in and part of the <b>Agreement</b>
	Between PCCA and ENGINEER for Professional Services dated
	(Please initial) PCCA ENGINEER
llocation of Risks	

Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:

#### I-6.11 Indemnification.

ENGINEER will defend, indemnify and hold harmless PCCA, its Port Commissioners, directors, managers, employees and agents (hereafter collectively referred to as "PCCA") from all claims, demands, causes of action, lawsuits, PCCA's attorneys' fees, and all other costs of litigation of any kind or character, liabilities or damages, including, but not limited to, the personal injury, illness or death of any person or persons (whether they be third persons, contractors or contractors' employees, or employees of either of the parties to this Agreement) (hereinafter "injuries"), or damage to property, real, personal or otherwise of any party to this Agreement or any third party (hereinafter property damages) which occur before, during or after the term of this agreement or any verbal or written extension thereof, or any other matters, resulting from, arising out of, in any manner connected with or caused or contributed to, in whole or in part, by ENGINEER's performance or lack thereof under this Agreement or any written or verbal extension of the term of this Agreement, including such fault caused by ENGINEER's agents, contractors, employees, invitees or licensees, directly or indirectly related to this Agreement, which occur before, during or after the term, or any written or verbal extension thereof, of this Agreement, and including injuries or property damages caused or contributed to, in whole or in part, by PCCA's fault of any kind or character, including, but not limited to, that arising out of ENGINEER's or PCCA's tort, willful misconduct, negligence, gross negligence, intentional act or acts, strict liability in tort, strict liability based upon a statute, breach of warranty, express or implied, or breach of this Agreement; provided, however, ENGINEER will be entitled to a credit against such indemnity to the extent, but only to the extent that damages arising out of any claim, demand, cause of action, lawsuit, liability or damage of any kind are caused by the negligence of PCCA, its agents, contractors, or employees, directly or indirectly related to this Agreement as determined, after all appeals, by a final judgment of a court of competent jurisdiction or as may be agreed between ENGINEER and PCCA. It is the intention of the parties to this Agreement that ENGINEER will indemnify PCCA for ENGINEER's proportionate fault, including, but not limited to, negligence or strict liability, however imposed, which gives rise to or causes, directly or indirectly, the aforesaid claims, demands, causes of action, lawsuits, liabilities or damages of any kind or character.

Except as otherwise expressly limited in this Section 6.11, it is the intent of the parties to this Agreement that all indemnity obligations and liabilities contracted for in this Agreement be without monetary limit and without regard to the cause or causes thereof.

If any action or proceeding is brought against PCCA by reason of any claim described in this Section 6.11, ENGINEER, upon notice from PCCA, will defend PCCA in such action or proceeding by counsel acceptable to PCCA.

If ENGINEER should fail or refuse, after written notice to ENGINEER that PCCA intends to make a settlement of a claim, to participate in the settlement of a claim or lawsuit for damages, then PCCA may settle with the claimant without prejudice to PCCA's indemnity rights set forth herein, and a settlement after such notice to ENGINEER will constitute a settlement of the proportionate fault, including but not limited to negligence of both ENGINEER and PCCA, which settlement may later be apportioned between PCCA and ENGINEER.

ENGINEER agrees to support the obligations to indemnify and hold harmless PCCA by the purchase of insurance, including contractually assumed liability coverage.

ENGINEER hereby <u>releases</u> PCCA from all claims, demands, causes of action, lawsuits, liabilities and damages (including actual, consequential or punitive damages), administrative penalties or fines, liens, forfeitures, attorneys' fees or costs of any kind or character, including, but not limited to injuries or property damages, or any other matter resulting from, arising out of, or caused, in whole or in part, by ENGINEER's fault of any kind or character, including, but not limited to such fault caused by ENGINEER's agents, contractors, employees, invitees or licensees, directly or indirectly related to this Agreement which occur before, during or after the term, or any extension of this Agreement, excluding, however, damages caused by the negligence of PCCA's agents, contractors, or employees, directly or indirectly related to this Agreement.

	This is <b>EXHIBIT J</b> , consisting of page(s	
	referred to in and part of the Agreemen	
	Between PCCA and ENGINEER fo	r
	Professional Services dated	
	(Please initial PCCA	:l) — —
pecial Provisions		

#### $S_{\mathbf{I}}$

The Agreement is amended to include the following provisions, and to the extent they are inconsistent with prior provisions of the Agreement, the following provisions will control the Agreement, to wit:

- A. ENGINEER will prepare a schedule of work identified as Appendix 1 to Exhibit J, "Work Schedule," attached hereto and made a part of this contract. The Work Schedule will contain a complete schedule so that ENGINEER's Scope of Services under this contract can be accomplished within the specified time and contract cost. The Work Schedule will provide specific work sequence and definite review times by PCCA and ENGINEER of the work performed. If the review time should take longer than shown on the Work Schedule, through no fault of ENGINEER, additional contract time will be authorized by PCCA through a supplemental agreement if requested by a timely written request from ENGINEER and approved by PCCA.
- B. ENGINEER will notify PCCA in writing as soon as possible if it determines, or reasonably anticipates, that Work under the Agreement cannot be completed before the due date for such Work, and PCCA may, at its sole discretion, extend the contract period by timely supplemental agreement. ENGINEER must allow adequate time for review and approval of the request for time extension by PCCA prior to expiration of this Agreement.
- C. ENGINEER will promptly advise PCCA in writing of events that have a significant impact upon the progress of the Work, including:
  - 1. problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the completion of any phase by the established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any state or federal assistance needed to resolve the situation; and
  - 2. favorable developments or events that enable meeting the Work Schedule goals sooner than anticipated.
- D. PCCA assumes no liability for work performed or costs incurred prior to the date authorized by PCCA to begin work, during periods when work is suspended, or subsequent to the completion date of the Work.
- E. If PCCA finds it necessary to request changes to previously satisfactorily completed Work or parts thereof which involve changes to the original scope of services or character of Work under the Agreement, ENGINEER will make such revisions if requested and as directed by PCCA. This will be considered as additional work pursuant to Exhibit A, Part 2 – Additional Services.
- F. All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of the Agreement are the exclusive property of PCCA and will be furnished to PCCA on request. All documents prepared by ENGINEER and all documents furnished to ENGINEER by PCCA will be delivered to PCCA upon completion or termination of the Agreement. ENGINEER, at its expense, may retain copies of such documents or any other data that it has furnished PCCA under the Agreement.
- G. ENGINEER will furnish adequate and sufficient personnel and equipment to perform the Work. All employees of ENGINEER will have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ENGINEER who, in the opinion of PCCA, is incompetent, or whose conduct

becomes detrimental to the Work, will immediately be removed from association with the Project when ENGINEER is so instructed by PCCA. ENGINEER certifies that it presently has adequate qualified personnel in its employment for performance of the services required under the Agreement or will be able to obtain such personnel from sources other than PCCA.

- H. PCCA has the right at all reasonable times to review or otherwise evaluate the Work performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is made on the premises of ENGINEER or a subprovider, ENGINEER will provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of PCCA's Representative(s) in the performance of their duties.
- I. The responsible ENGINEER will sign, seal and date all appropriate engineering submissions to PCCA in accordance with the Texas Engineering Practices Act and the Rules of the State Board of Registration for Professional Engineers.
- J. PCCA has the exclusive right to examine the books and records of ENGINEER for the purpose of checking the amount of Work performed by ENGINEER at the time of termination of the Agreement. ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and will make such materials available at its office during the Agreement period and for four (4) years from the date of final payment under the Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. PCCA will have access to any and all books, documents, papers and records of ENGINEER that are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
- K. ENGINEER will comply with the regulations of the Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. §710.405(b), as they relate to nondiscrimination; also, Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation, 41 C.F.R. Part 60. See "Civil Rights Compliance," attached hereto and identified as Exhibit K.
- L. Under Section 231.006 of the Family Code, ENGINEER certifies that the individuals or business entity named in the Agreement is eligible to receive the specified grant or payment and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate. ENGINEER further acknowledges that ENGINEER has read Exhibit L and has provided the names and social security numbers required therein.

	of page(s), referred to in and part of the Agreement Between PCCA and ENGINEER for Professional Services dated
	(Please initial) PCCA ENGINEER
Work Schedule	

	This is <b>EXHIBIT K</b> , consisting of page(s),
	referred to in and part of the Agreement
	Between PCCA and ENGINEER for
	Professional Services dated
	(Please initial) PCCA ENGINEER
Civil Rights Compliance	
(Required when state or federal funding is involved)	

(1

During the performance of this Agreement, ENGINEER, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: ENGINEER will comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: ENGINEER, with regard to the work performed by him during the contract, will 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. ENGINEER will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by ENGINEER of ENGINEER's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: ENGINEER will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to ENGINEER's books, records, accounts, other sources of information, and ENGINEER's facilities as may be determined by PCCA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER will so certify to the (Insert name of funding agency), as appropriate, and will set forth what efforts ENGINEER has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of ENGINEER's noncompliance with the nondiscrimination provisions of the Agreement, PCCA may impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to ENGINEER under the Agreement until ENGINEER complies and/or
  - cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: ENGINEER will include the provisions of paragraphs A through F in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. ENGINEER will take such action with respect to any subcontract or procurement as PCCA may direct as a means of enforcing such provisions including sanctions for noncompliance.

	referred to in and p  Between PCCA a	onsisting of page(s), art of the Agreement nd ENGINEER for dated
	Trotessional Services	(Please initial) PCCA ENGINEER
Child Support Statement for Contracts or Grants (Required when state or federal funding is involved)		
Under Section 231.006, Family Code, the vendor or applicant cer in this Agreement, bid, or application is eligible to receive the specific that this Agreement may be terminated and payment may be withher	ecified grant, loan, or pay	ment and acknowledges
List below the names and social security numbers of the individual or owner with an ownership interest of at least 25% of the business	1 1	

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 USC Sections 601-617 and 651-669).

	page(s), referred to in and part of Master Agreement No Between PCCA and ENGINEER for Professional Services dated
	(Please initial) PCCA ENGINEER
Service Order Form  PORT OF CORPUS CHR OF NUECES COU SERVICE ORDE MASTER AGREEM PROJECT NO	NTY, TEXAS R NO ENT NO
Pursuant to PCCA Master Agreement NoCounty, Texas ("PCCA") andand Additional Services set forth in Exhibit A of Master Agreeletions to the same or any Services different from those of This Service Order modifies or amends PCCA Master Aspecifically amended by this Service Order will remain in efforts.	described in the said Exhibit A, in this Service Order. Agreement No, the provisions of which not
Description of Project:	
	title, a description of the Project, and list the amount specific to this be included if desired as Appendix 1, attached hereto and included
Project Contact for PCCA:	Project Contact for ENGINEER:
Project Manager:	Project Manger:
Phone Number:	Phone Number:
Scope of Services:	
(Insert a detailed description of the Services to be performed.)	
<ol> <li>Study/Report Phase.</li> <li>Preliminary Design Phase.</li> <li>Final Design Phase.</li> </ol>	
Service Schedule:	
(If deadlines are required, describe them here.)	
Deliverables:	
(Insert numbered list of deliverables to be provided by ENGINEE	ER.)
(List names and addresses of all consultants ENGINEER will em	ploy on this Project.)

Exhibit M Service Order Form 1/3

Compensation:	
In accordance with Article 4 of ENGINEER will be compensated pursuar	f Master Agreement No and negotiations between the parties, t to this Service Order as follows:
	Contract Not to Exceed
Report & Study Phase	\$
Preliminary Design Phase	\$
Final Design Phase	\$
Construction Cost Limit:	
(If a Construction Cost Limit is e F of the Agreement)	stablished, enter amount here. See paragraph 5.02 of Article 5 and Exhibit
Construction Cost Limit	\$
Reimbursement:	
The following applies to expense	s reimbursed under this Service Order:
task, or other payment schedule) in ac payment must be supported by sheets, and any other documen substantiation of Reimbursable	cordance with the fee schedule set forth in this Agreement. Requests for documentation such as invoices, receipts, statements, stubs, tickets, time station that, in the reasonable judgment of PCCA, provides complete Expenses incurred by ENGINEER. All deliverables and reimbursement must prominently display PCCA Master Agreement No, Service
Funding Agency: (Insert name of a	utside funding agency, if any)
Termination or Interpretation of Service	<u>es</u> :
	r defer all or any portion of the Services included in the Scope of Services the performance period. If the Services are halted or deferred, the parties quire renegotiation.
Amendments to Service Order:	
	e Order may be made only by written agreement of the parties to the ster Agreement No not specifically amended by this Service Order

Effective on the date executed by the last party to this Service Order.

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

By:	<del></del>
Name:	Greg Brubeck, P.E.
Title:	Director of Engineering Services
Date of Executio	n:
"PCCA"	
(Insert name of Eng	inaar)
(Insert name of Eng	<i>metry</i>
Ву:	
Name:	
Title:	
Date of Execution	on:
"ENGINEER"	

Exhibit M Service Order Form 3/3

#### Exhibit No. 3

Texas Engineering Practice Act and Rules
Subchapter B – Sealing Rules

#### THE STATE OF TEXAS

# TEXAS ENGINEERING PRACTICE ACT AND RULES CONCERNING THE PRACTICE OF ENGINEERING AND PROFESSIONAL ENGINEERING LICENSURE

NOTE: This portion includes only Subchapter B – Sealing Requirements Sections 137.31 through 137.37



TEXAS BOARD OF PROFESSIONAL ENGINEERS 1917 IH 35 SOUTH AUSTIN, TX 78741-3702

> Email: peboard@tbpe.state.tx.us Website: http://www.tbpe.state.tx.us/

Lines to the right of the text indicate rules which have changed since the last publication was released on September 20, 2009. Changes to tables are indicated with a gray background.

Rules effective June 13, 2010

#### SUBCHAPTER B: SEALING REQUIREMENTS

#### §137.31 Seal Specifications

- (a) Upon issuance of a license, each license holder is required to obtain a seal under the requirements of §133.97 of this title (relating to Issuance of License) and submit an impression of the seal or an electronic seal, and an original or an electronic signature to the board for board records.
- (b) All physical seals obtained and used by license holders shall be capable of leaving a permanent ink image or permanent impression of the seal attached to the engineering work. The physical and electronic seals shall be of the design illustrated in this paragraph. The physical seals may be one of two different sizes:
  - (1) a pocket seal (the size commercially designated as 1-5/8-inch seal), or
  - (2) a desk seal (commercially designated as a two-inch seal).



- (c) Electronic seals may be of a reduced size provided that the engineer's name and number are clearly legible.
- (d) All seals obtained and used by license holders shall contain any given name, commonly accepted variation of the given name, or initial combination with the surname as currently listed with the board and in the usual written signature. Nicknames shall not be permitted on a seal in lieu of a given name or initial combination.
- (e) Preprinting of blank forms with an engineer's seal, or the use of decal or other seal replicas is prohibited.
- (f) When signing an engineering work, the engineer may utilize the designation "P.E" or other terms as described in §137.1 of this chapter (relating to License Holder Designations).
- (g) This section does not prevent the reproduction of sealed and signed, original works for distribution.

Source Note: The provisions of this §137.31 amended to be effective September 20, 2009.

#### §137.33 Sealing Procedures

- (a) The purpose of the engineer's seal is to assure the user of the engineering product that the work has been performed or directly supervised by the professional engineer named and to delineate the scope of the engineer's work.
- (b) License holders shall only seal work done by them, performed under their direct supervision as defined in §131.81 of this title, relating to Definitions, or shall be standards or general guideline specifications that they have reviewed and selected. Upon sealing, engineers take full professional responsibility for that work.
- (c) When a license holder reviews and elects to use standards or general guideline specifications, those items shall be clearly labeled as such, shall bear the identity of the publishing entity, and shall be:
  - (1) individually sealed by the license holder; or
  - (2) specified on an integral design/title/contents sheet that bears the engineer's seal, signature, and date with a statement authorizing its use.
- (d) License holders shall take reasonable steps to ensure the security of their physical or electronic seals and electronic signatures. For electronic seals and electronic signatures, the engineer must have reasonable security measures in place to protect these files. In the event of loss of a seal or electronic signature, the engineer will immediately give written notification of the facts concerning the loss to board.
- (e) Preliminary documents released from a license holder's control shall identify the purpose of the document, the engineer(s) of record and the engineer license number(s), and the release date by placing the following text or similar wording on the title sheet of bound engineering reports, specifications, details, calculations or estimates, and each sheet of plans or drawings regardless of size or binding, instead of a seal: "This document is released for the purpose of (Examples: interim review, mark-up, drafting) under the authority of (Example: Leslie H. Doe, P.E. 0112) on (date). It is not to be used for (Examples: construction, bidding, permit) purposes."
- (f) License holders shall affix their seal and original signature or electronic seal and signature with the date on the final version of their engineering work before such work is released from their control.
  - (1) The signature and date shall not obscure the engineer's name or license number in the seal.
  - (2) Engineering work required to bear a seal and signature includes the original title sheet of bound engineering reports, specifications, details, calculations or estimates, and each original sheet of plans or drawings regardless of size or binding.

- (3) All other engineering work, including but not limited to research reports, opinions, recommendations, evaluations, addenda, documents produced for litigation, and engineering software shall bear the engineer's printed name, date, signature and the designation "P.E." or other terms as described in §137.1 of this chapter (relating to License Holder Designations). A seal may be added on such work if required or at the engineer's discretion.
- (g) Work performed by more than one license holder shall be sealed in a manner such that all engineering can be clearly attributed to the responsible license holder or license holders. When sealing plans or documents on which two or more license holders have worked, the seal and signature of each license holder shall be placed on the plan or document with a notation describing the work done under each license holder's responsible charge.
- (h) Licensed employees of the state, its political subdivisions, or other public entities are responsible for sealing their original engineering work; however, such licensed employees engaged in review and evaluation for compliance with applicable law or regulation of engineering work submitted by others, or in the preparation of general planning documents, a proposal for decision in a contested case or any similar position statement resulting from a compliance review, need not seal the review reports, planning documents, proposals for decision, or position statements.
- (i) A license holder, as a third party, may alter, complete, correct, revise, or add to the work of another license holder when engaged to do so by a client, provided:
  - (1) the client furnishes the documentation of such work submitted to the client by the first license holder;
  - (2) the first license holder is notified in writing by the second license holder of the engagement immediately upon acceptance of the engagement; and
  - (3) any work altered, completed, corrected, revised, or added to shall have a seal affixed by the second license holder. The second license holder then becomes responsible for any alterations, additions or deletions to the original design including any effect or impact of those changes on the original license holder's design.
- (i) A local authority may require an original seal and/or signature on reproduced documents.
- (k) A plan, specification, plat, or report issued by a license holder for a project to be constructed or used in this state must include the license holder's seal placed on the document. A license holder is not required to use a seal if the project is to be constructed or used in another state or country.
- (I)An engineer may securely transmit his or her final version of engineering work electronically provided that work bears the engineer's seal and uses one of the techniques described in §137.35(a) of this chapter (relating to Electronic Seals and Electronic Signatures) and must employ reasonable security measures to make the documents unalterable. Electronic correspondence of this type may be followed by a hard copy containing the engineer's printed name, date, signature and the designation "P.E." or other terms described in §137.1 of this chapter (relating to License Holder Designations).
- (m)A license holder is not required to use a seal for a project for which the license holder is not required to hold a license under an exemption set forth under the Act, Texas Occupation Code §§1001.051 1001.066.
- (n) All engineering documents released, issued, or submitted by a licensee, including preliminary documents, shall clearly indicate the firm name and registration number of the engineering firm by which the engineer is employed.
  - (1) If the engineer is employed by a local, State, or Federal Government agency, then only the name of the agency shall be required.
  - (2) If the engineer is exempt from sealing a document under subsection (m) of this section, but elects to seal a document, then only the name of the employer shall be required.

Source Note: The provisions of this §137.33 amended to be effective December 21, 2008.

#### §137.35 Electronic Seals and Electronic Signatures

- (a) Licensed professional engineers shall maintain the security of their electronic seals and electronic signatures. The following methods are allowed:
  - (1) Licensed professional engineers may electronically copy their original hard copy work that bears their seal, original signature, and date and transmit this work in a secure electronic format.
  - (2) An engineer may create an electronic seal and electronic signature for use in transmitting electronically formatted engineering work, regardless of whether the work was originally in hard copy or electronic format.
- (b) As an alternative to electronic sealing and electronic signatures, engineers shall affix their original seals and signatures and date to their engineering work as specified in §137.33(f) of this chapter (relating to Sealing Procedures).

Source Note: The provisions of this §137.35 amended to be effective April 27, 2008.

#### §137.37 Sealing Misconduct

A license holder is guilty of misconduct and subject to disciplinary action if the license holder:

- (1) knowingly signs or seals any engineering document or product if its use or implementation may endanger the health, safety, property or welfare of the public.
- (2) signs or affixes a seal on any document or product when the license is inactive or has been revoked, suspended, or has expired.
- (3) alters a sealed document without proper notification to the responsible license holder.
- (4) allows others access to his or her electronic files containing his or her seal and/or electronic signature, unless access is explicitly authorized for particular engineering work.

Source Note: The provisions of this §137.37 amended to be effective April 27, 2008.

### Exhibit No. 4

## Standard Contract Documents for Construction Projects

## CONTRACT DOCUMENTS FOR

(Insert project title)



#### PORTCORPUSCHRISTI

## PORT OF CORPUS CHRISTI AUTHORITY PROJECT NO. \_\_\_\_

(Insert project number)

#### PREPARED BY:

(Insert name of design engineering firm)

(Insert month & year)

#### TABLE OF CONTENTS

(Insert Project Title in All Caps)

## PORT OF CORPUS CHRISTI AUTHORITY (For Contracts with < 10 Specifications)

NOTICE TO BIDDERS				
BID				
BID BREAKDOWN SHEET				
CONFLICT OF INTEREST QUEST	IONNAIRE			
GENERAL CONDITIONS				
SPECIAL CONDITIONS				
TECHNICAL SPECIFICATIONS				
DIVISION(Insert Division #)	i	(Insert Division Title)		
(msch Dirision n)		(Insert Division Time)		
	(Insert Spec #)		(Insert Spec Title)	
	(Insert Spec #)		(Insert Spec Title)	
DIVISION				
(Insert Division #)		(Insert Division Title)		
	(Insert Spec #)		(Insert Spec Title)	
	(Insert Spec #)		(Insert Spec Title)	
AGREEMENT				
TEXAS STATUTORY PERFORMA	ANCE BOND			
TEXAS STATUTORY PAYMENT	BOND			
CERTIFICATE OF INSURANCE				

#### TABLE OF CONTENTS

(Insert Project Title in All Caps)

#### PORT OF CORPUS CHRISTI AUTHORITY

(For Contracts with > 10 Specifications)

NOTICE TO BIDDERS

BID

BID BREAKDOWN SHEET

CONFLICT OF INTEREST QUESTIONNAIRE

**GENERAL CONDITIONS** 

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

**AGREEMENT** 

TEXAS STATUTORY PERFORMANCE BOND

TEXAS STATUTORY PAYMENT BOND

CERTIFICATE OF INSURANCE

#### TABLE OF CONTENTS FOR TECHNICAL SPECIFICATIONS

(Insert Project Title in All Caps)

#### PORT OF CORPUS CHRISTI AUTHORITY

(For Contracts with > 10 Specifications)

DIVISION			
(Insert Division #)		(Insert Division Title)	
	(Insert Spec #)	(Insert Spec Title)	
	(Insert Spec #)	(Insert Spec Title)	
DIVISION			
(Insert Division #)		(Insert Division Title)	
	(Insert Spec #)	(Insert Spec Title)	
	(Insert Spec #)	(Insert Spec Title)	
DIVISION			
(Insert Division #)		(Insert Division Title)	
	(Insert Spec #)	(Insert Spec Title)	
	(Insert Spec #)	(Insert Spec Title)	
DIVISION			
(Insert Division #)		(Insert Division Title)	
	(Insert Spec #)	(Insert Spec Title)	
	(Insert Spec #)	(Insert Spec Title)	
DIVISION			
(Insert Division #)	-	(Insert Division Title)	
	(Insert Spec #)	(Insert Spec Title)	
	(Insert Spec #)	(Insert Spec Title)	_

 $(This\ page (s)\ should\ be\ inserted\ immediately\ before\ the\ Technical\ Specifications.)$ 

## NOTICE TO BIDDERS

(Insert project title)

## PORT OF CORPUS CHRISTI AUTHORITY

The Port of Corpus Christi Authority (PCCA) is currently accepting bids for (Insert project title). Bids for this project must be submitted in duplicate and in a sealed envelope addressed to Port of Corpus Christi Authority, 222 Power Street, Corpus Christi, Texas 78401, Attention: Greg Brubeck, P.E. Bids must be received at this address by (Insert date & time of bid opening), at which time, the bids will be publicly opened and read aloud. Bidders must submit with the Bid a bid bond or cashier's check for not less than 5% of the maximum amount of the Bid (Base Bid plus all possible combinations of Additive and Alternate Bid Items). The bidder must also complete and attach a Bid Breakdown Sheet to the Bid unless otherwise indicated in the Special Conditions. Bids may not be faxed or e-mailed to the PCCA office.

(Insert brief scope of work)

Potential bidders will be furnished one set of Contract Documents free of charge; additional sets may be obtained for the nonrefundable amount of \$(Insert amount) per set. Subcontractors desiring a set may obtain one for the same nonrefundable fee. Contract Documents may be obtained at the address listed above or by calling the PCCA Engineering Department at 361-885-6167.

This is a [lump sum] [unit cost] (Choose one) contract. Performance and Payment Bonds are required when the successful bidder executes the contract, each for 100% of the total contract price.

(Add the following if required) This project will be partially funded with (Identify source of grant) grant resources, which will require special conditions to be met (see Supplemental General Conditions).

A pre-bid conference (attendance is strongly encouraged) will be held at (Insert pre-bid location) at (Insert pre-bid address), (Insert date & time of pre-bid conference). Bidders should report to the PCCA Project Manager (Insert project manager's name) and proceed to the project site as a group.

BY AUTHORITY OF THE PORT COMMISSION

PORT OF CORPUS CHRISTI AUTHORITY

BY:_		
	Frank C. Brogan, P.E., R.P.L.S.	
	Deputy Port Director	
	Engineering Finance and Administration	

(Company Name)	

#### **BID FOR**

(Insert name of project)

## PORT OF CORPUS CHRISTI AUTHORITY

Port Commissioners Port of Corpus Christi Authority P. O. Box 1541 Corpus Christi, Texas 78403

Dear Commissioners:

A.

The undersigned bidder, in compliance with your Notice to Bidders for (Insert name of project), having examined the specifications with related Contract Documents and the site of the proposed work and being familiar with all of the conditions surrounding construction of the proposed project, including the availability of materials and supplies, will construct the project, in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. The bidder hereby proposes to furnish all labor, materials, tools, equipment, supplies, superintendence, insurance, incidentals, and services necessary or required to complete the work as shown on the drawings and described in the specifications for the prices noted below (includes profit and overhead).

BASE BID: The base bid item includes all work not specifically identified as an additive,

deductive, or alternate bid item. Additive, deductive, that may be added to or deleted from the contract if so			se items
(Describe the scope of work) This is a Lump Sum bid item.			
Total Base Bid	\$		
		(Numbers)	Dollars
(Words)			_
ADDITIVE BID ITEM 1: Sample Lump Sum Addit	ive Bid Item		
(Describe the scope of work) This is a Lump Sum bid item.			
Total Additive Bid Item 1	\$		
		(Numbers)	Dollars
(Words)			
Additional Calendar Days Added to Contract			
for Additive Bid Item 1 (If applicable)			Days

# BID FOR (Insert name of project) PORT OF CORPUS CHRISTI AUTHORITY

(Describe the scope of work) This is a Unit Price bid item	***	
Total Additive Bid Item 2 \$_	(Numbers	/ (Insert Unit of Meast
av. II	(Ivumoers	Dollars/ (Insert Unit of Meas
(Words)		
Additional Calendar Days Added to Contract for Additive Bid Item 2 (If applicable)		Da
ADDITIVE/DEDUCTIVE BID ITEM: The bid additive or deductive price. For bid evaluation additive cost if this bid item is unspecified.		
(Describe the scope of work.) This is a [Lump Sum] [Uni	t Price] (Choose or	ne) bid item.
Total Additive/Deductive Bid Item	\$_	
		(Numbers) Doll
		Don
(Words)		
	from Contract	
Additional Calendar Days Added to or Deleted	from Contract	Da
(Words)  Additional Calendar Days Added to or Deleted of for Additive/Deductive Bid Item (If applicable)  EVALUATED BID (If applicable): To rate the bids value to the PCCA, the bids will be evaluated to complete this formula.	on an equitable	•
Additional Calendar Days Added to or Deleted for Additive/Deductive Bid Item ( <i>If applicable</i> )  EVALUATED BID ( <i>If applicable</i> ): To rate the bids value to the PCCA, the bids will be evaluated to	on an equitable using the follow	basis and provide the mo
Additional Calendar Days Added to or Deleted for Additive/Deductive Bid Item ( <i>If applicable</i> )  EVALUATED BID ( <i>If applicable</i> ): To rate the bids value to the PCCA, the bids will be evaluated a complete this formula.	on an equitable using the follow	basis and provide the moving formula. Bidder m
Additional Calendar Days Added to or Deleted for Additive/Deductive Bid Item (If applicable)  EVALUATED BID (If applicable): To rate the bids value to the PCCA, the bids will be evaluated a complete this formula.  Base Bid (Total Lump Sum for Bid Item + x Additive Bid Item 1 + x Additive Bid Item 2	on an equitable using the follow  (A) = = = =	s basis and provide the moving formula. Bidder moving \$
Additional Calendar Days Added to or Deleted for Additive/Deductive Bid Item (**Ifapplicable**)  EVALUATED BID (**Ifapplicable**): To rate the bids value to the PCCA, the bids will be evaluated to complete this formula.  Base Bid (Total Lump Sum for Bid Item + x Additive Bid Item 1	on an equitable using the follow  (A) = = = =	basis and provide the moving formula. Bidder must see the second
Additional Calendar Days Added to or Deleted for Additive/Deductive Bid Item (If applicable)  EVALUATED BID (If applicable): To rate the bids value to the PCCA, the bids will be evaluated a complete this formula.  Base Bid (Total Lump Sum for Bid Item + x Additive Bid Item 1 + x Additive Bid Item 2	on an equitable using the follow  (A) = = = =	s basis and provide the moving formula. Bidder must see the second secon
Additional Calendar Days Added to or Deleted for Additive/Deductive Bid Item (**Ifapplicable**)  EVALUATED BID (**Ifapplicable**): To rate the bids value to the PCCA, the bids will be evaluated to complete this formula.  Base Bid (Total Lump Sum for Bid Item + x Additive Bid Item 1 + x Additive Bid Item 2 ± x Additive/Deductive Bid Item	on an equitable using the follow  (A) = = = = = = = = = = = = = = = = = = =	s basis and provide the moving formula. Bidder must see the second secon

#### **BID FOR**

(Insert name of project)

## PORT OF CORPUS CHRISTI AUTHORITY

F.	The following procedure will be utilized in resolving arithmetical and other discrepancies
	ound in the Bid:

- 1. Obviously misplaced decimal points will be corrected;
- 2. Obvious errors in addition, subtraction, or multiplication will be corrected;
- 3. Readily apparent errors in interpretation of various bid items will be corrected.
- 4. Words will govern over numerals.
- G. For the purposes of bid evaluation, bidder understands that this is a [Lump Sum] [Unit Cost] (Choose one) bid. Bidder agrees that use of the extended values on the Bid Breakdown Sheet for evaluation of this Bid does not cause the contract to be a unit price contract. In the event of any conflict between the Bid and Bid Breakdown Sheet, the Bid will govern.
- H. For work not covered in Sections A through \_\_\_\_ (Insert letter of last paragraph for bid items) or by separately agreed prices, compensation will be calculated on a time and materials basis for extra work. (Refer to paragraph 6.03 of the General Conditions.)
  - 1. The bidder will attach a Schedule of Equipment Rental Rates for extra work.

NOTE: The equipment rental rates will include cost of fuel, oil, grease, maintenance, overhead, profit, depreciation charges, taxes, insurance, and all other charges, except for operators. No increase or change in the rates will be made for overtime hours or for any other reason.

- 2. The bidder will attach a Schedule of Labor Charge Rates for extra work.
  - NOTE: The labor rate schedule will include labor classifications and charge rates. Profit, overhead, taxes, and insurance will be included in the charge rates. For calculation of overtime compensation, the PCCA workweek begins Monday a.m.
- 3. Materials used for extra work will be charged at cost plus 15%. The 15% markup will include all indirect costs, such as bond and insurance costs, profit, overhead, *etc*.

#### BID FOR

(Insert name of project)

## PORT OF CORPUS CHRISTI AUTHORITY

under the terms and conditions stated in the Contract Documents within fourteen (14) calendar days of the date of the written Notice of Award of Contract. Otherwise, the bond or check will be promptly returned to the bidder.

The bid price is subject to acceptance by the PCCA for a period of sixty (60) calendar days

	from the scheduled closing date for receiving bids.
K.	If awarded the contract, the undersigned bidder hereby agrees to commence work under this

<b>N</b> .	if awarded the contract, the undersigned bidder hereby agrees to commence work under this
	contract within ten (10) calendar days of the date of the written Notice to Proceed and to
	complete the project within
	() calendar days of the date of said Notice to Proceed. The bidder specifically
	acknowledges and agrees to provisions in the General and Special Conditions and the
	Agreement, under which damages may be assessed for failure to complete the work within
	the required completion time.

- L. The bidder must complete the attached Bid Breakdown Sheet to expedite proper evaluation of the bids. This sheet is a part of the Contract Documents. Failure to complete and submit this sheet with the Bid (unless otherwise indicated in the Special Conditions) may cause the Bid to be rejected. PCCA reserves the right to require the bidder to revise any errors and resubmit the Bid Breakdown Sheet.
- M. Bidders are required to complete a Conflict of Interest Questionnaire (Form CIQ) and submit it with the bid (see paragraph entitled "Conflict of Interest" in the General Conditions) if Bidder has:
  - 1. Any employment or other business relationship with any employee of the PCCA.
  - 2. Any employment or other business relationship with any relative of an employee of the PCCA.
  - 3. Given any gifts or services of more than \$250 in aggregate value to any employee or relative of an employee of the PCCA within the preceding 12-month period.
- N. Bidders are required to furnish written information concerning any citation, notice of violation, or penalty regarding a safety or environmental violation by Bidder made by any agency or department of this state or the federal government within the past five years. This information must include a general description of the conduct that resulted in the citation or notice of violation or penalty and the document(s) sent from the agency or department to Bidder that set forth the citation, violation, or penalty.
- O. Bidders must bid on all items and subitems except as otherwise specified in the Bid.
- P. Any qualification or exception to the requirements of these Contract Documents may cause the Bid to be rejected.

J.

# BID FOR (Insert name of project) PORT OF CORPUS CHRISTI AUTHORITY

Q. The bidder understands that the PCCA reserves waive any formalities or informalities in the bidd	
Bidder acknowledges receipt of the following addenda:	
Respectfully submitted,	
BIDDER:(Company Name)	(Seal if bid is by a corporation)
BY:	
NAME:	
TITLE:	
ADDRESS:	(For all official correspondence)
COLDITY	
COUNTY:	
TELEPHONE NUMBER:	
FAX NUMBER:	
CONTACT PERSON:	
E-MAIL ADDRESS:	
DATE:	

# BID FOR (Insert name of project) PORT OF CORPUS CHRISTI AUTHORITY

Accepted Contract Price: \$
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS:
John P. LaRue
Executive Director
DATE:

(Company Name)	

## BID BREAKDOWN SHEET

(Insert Project Title in All Caps)

## PORT OF CORPUS CHRISTI AUTHORITY

## **BREAKDOWN OF BID PRICES**

This breakdown is a part of the Contract Documents and is designed to help the PCCA evaluate the bids to detect possible errors or omissions and to establish values for the individual items of work so that modifications to the contract can be more easily resolved. Please fill out the items listed below so that the total matches the prices shown on the bid. The bidder is invited to include his own estimates if he so chooses.

		Design Quantity	Bidder's Quantity	Unit <u>Amount</u>	Total <u>Amount</u>
BA	SE BID				
1. 2. 3.	(Insert bid item) (Insert bid item) (Insert bid item)				
To	tal Amount – Base Bid				
ΑD	DDITIVE BID ITEM 1				
1. 2. 3.	(Insert bid item) (Insert bid item) (Insert bid item)				
To	tal Amount – Additive Bi	d Item 1			
ΑD	DDITIVE/DEDUCTIVE I	BID ITEM			
1. 2. 3.	(Insert bid item) (Insert bid item) (Insert bid item)				
To	tal Amount – Additive/De	eductive Bid Iter	n		

## BID BREAKDOWN SHEET (Continued)

The preceding design quantities are approximate and are not guaranteed. Bidders will prepare their own estimate of work and bid accordingly. Bidders will indicate their own estimate of work under the column labeled "Bidder's Quantity" and calculate the "Total Amount" based on same. If this column is left blank, the bidder will be deemed to be in agreement with the design quantities and no adjustment in contract price will be made for variance.

## LIST OF SUBCONTRACTORS & SUPPLIERS

Please list all intended subcontractors and major suppliers below. The bidder awarded the contract will be required to notify the Engineer of any changes in the actual suppliers and subcontractors.

Material Item		Nam	ne of Sup	<u>plier</u>			
	12						
							_
					_		
Subcontractors (if any):	ā	 					
							_
						_	

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY	
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received	
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.		
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		
Name of person who has a business relationship with local governmental entity.		
Check this box if you are filing an update to a previously filed questionnaire.		
(The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date the originally filed questionnaire become		
Name of local government officer with whom filer has employment or business relationship	).	
Name of Officer		
This section (item 3 including subparts A, B, C & D) must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local Governr pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the filer of the questionnaire?	ncome, other than investment	
Yes No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investigation of the local government officer named in this section AND the taxable income is governmental entity?		
Yes No		
C. Is the filer of this questionnaire employed by a corporation or other business entity wit government officer serves as an officer or director, or holds an ownership of 10 percent or mo		
Yes No		
D. Describe each employment or business relationship with the local government officer name	ned in this section.	
4		
Signature of person doing business with the governmental entity	Pate	

## **GENERAL CONDITIONS**

11/11 248742

## **GENERAL CONDITIONS**

## TABLE OF CONTENTS

<u>Page</u>

## ARTICLE 1 DEFINITION OF TERMS

1.01	Addenda	1
1.02	Additive Bid	1
1.03	Agreement or Contract	1
1.04	Alternate Bid	1
1.05	Alternative Item	1
1.06	Base Bid	1
1.07	Bid	1
1.08	Bid Breakdown Sheet	1
1.09	Calendar Day	1
1.10	CERCLA	. 1
1.11	Change Order	2
1.12	Claim	2
1.13	Construction Drawings	2
1.14	Contract Documents	2
1.15	Contractor	3
1.16	Contractor's Daily Report	3
1.17	Deductive Bid	3
1.18	Director of Engineering Services	3
1.19	Dispute	3
1.20	Engineer	3
1.21	Equal or Approved Equal	3
1.22	Evaluated Bid	3
1.23	Extra Work	. 2
1.24	Field Order	
1.25	Final Acceptance	3
1.26	Final Statement	.2
1.27	Horizontal Control	.4
1.28	Notice of Award of Contract	
1.29	Notice of Intent to Protest	.4
1.30	Notice of Nonconformance	.4
1.31	Notice to Proceed	.4
1.32	Owner	.4
1.33	PCCA	.4
1.34	PCCA Property	
1.35	Port Commission	
1.36	Principal Officers of Contractor	.4
1.37	Project	
1.38	Publications	
1.39	RCRA	.4

	<u>I</u>	Page
1.40	Special Conditions	Δ
1.41	Statement of Accounts	
1.42	Subcontractor	
1.43	Substandard Performance	
1.44	Substantial Completion	
1.45	Technical Specifications	
1.46	Unilateral Change Order	
1.47	Unit Cost	
1.48	Value Engineering Proposal	
1.49	Vertical Control	
1.50	Work	
1.50		
	ARTICLE 2	
	RESPONSIBILITIES OF ENGINEER	
	OR CONTRACTOR	
		-
2.01	Owner-Engineer Relationship	
2.02	Inspection by Engineer	
2.03	Payments for Work	
2.04	Dispute Determinations	
2.05	Horizontal and Vertical Control	
2.06	Contractor's Duty and Superintendence	
2.07	Contractor's Understanding	
2.08	PCCA's Policies and Procedures	
2.09	Character of Workmanship	
2.10	Drug-Free Workplace	
2.11	Security Access Requirements.	
2.12 2.13	Access and Storage	
2.13	Sanitation	
2.14	Shop Drawings	
2.15	Preliminary Approval	
2.10	Defects and Their Remedies	
2.17	Changes and Alterations	
2.19	Barricades and Warnings	
2.20	Storm Water Pollution Prevention Plan	
2.21	Site Conditions	
2.22	Utilities	
2.23	Testing, Inspection, and Control	
2.24	Contractor's Daily Reports	
2.25	Debris	
2.25	Environmental Policy	12

## ARTICLE 3 GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01	Bid Exceptions, Deviations, or Qualified Bids	.13
3.02	Conflict of Interest	
3.03	Requests for Addenda	.14
3.04	Correspondence	.14
3.05	Written Notice	.14
3.06	Approval Equal	.14
3.07	Titles or References	.15
3.08	Award of Contract	.15
3.09	Bid Protest Procedure	.15
3.10	Notice to Proceed	.16
3.11	Safety and Environmental Record	.16
3.12	Construction Drawings and Technical Specifications	.16
3.13	Ownership of Construction Drawings and Technical Specifications	.16
3.14	Adequacy of Design	.17
3.15	Value Engineering Proposals	.17
3.16	Right of Entry	.17
3.17	Collateral Contracts	.17
3.18	Discrepancies and Omissions	.17
3.19	Equipment, Materials, and Construction Plant	.18
3.20	Protection Against Accidents	.18
3.21	Performance and Payment Bonds	.18
3.22	Losses from Natural Causes	
3.23	Protection of Existing Equipment, Structures, and Utilities	.19
3.24	Protection of Adjoining Properties and Facilities	.20
3.25	Smoking Policy	.20
3.26	Misplaced Material	.20
3.27	Signal Lights	
3.28	Channel Traffic	
3.29	Physical Data	.21
3.30	Protection against Claims of Subcontractors, Laborers, Materialmen,	
	and Furnishers of Machinery, Equipment, and Supplies	
3.31	Protection Against Royalties or Patented Inventions	
3.32	Laws and Ordinances	
3.33	Taxes	
3.34	Assignment and Subletting	
3.35	Indemnification	
3.36	Insurance	.24
	Certificate of Insurance	
	Employee Leasing Company	
	Waiver of Subrogation	
	Additional Insurance Requirements	
3.36.6	Workers' Compensation Insurance Coverage	.27

		Page
3.37	Schedule	30
3.38	Damages for Delay	
3.39	Liquidated Damages	
3.40	Permits	
2	^ <b>~~~~</b>	
	ARTICLE 4	
	PROSECUTION AND PROGRESS	
4.01	Time and Order of Completion	31
4.02	Extension of Time	
4.03	Ozone Action Days	32
4.04	Hindrances and Delays	
4.05	Suspension of Work	
4.06	Termination of Agreement	33
	ARTICLE 5 MEASUREMENT AND PAYMENT	
	MEASUREMI AND I ATMENT	
5.01	Quantities and Measurements	
5.02	Estimated Quantities	
5.03	Changes in Quantity	
5.04	Price of Work	
5.05	Partial Payments and Retainage	
5.06	Use of Completed Portions	
5.07	Notice of Substantial Completion	36
5.08	Final Acceptance	36
5.09	Final Payment	37
5.10	Payments Withheld	37
5.11	Guarantee	38
	ARTICLE 6	
	EXTRA WORK AND CLAIMS	
C 01	Observe Onders	20
6.01	Change Orders	
6.02	Minor Changes	
6.03	Extra Work	
6.04	Time of Filing Construction Claims	40
	ARTICLE 7	
	MEDIATION/ARBITRATION	
7.01	Mediation	41
7.02	Arbitration	

## ARTICLE 8 ABANDONMENT

8.01	Abandonment by Contractor	43
8.02	Abandonment by Owner	45

## **GENERAL CONDITIONS**

## ARTICLE 1 DEFINITION OF TERMS

The terms defined in this Article I will apply throughout these General Conditions. All references in the General Conditions to "Section" or "Article" will refer to a section or article of these General Conditions, unless otherwise expressly stated. All references to "herein," "hereof," "hereto," "hereunder," or similar terms will be deemed to refer to the entire General Conditions. The headings of Articles and Sections in these General Conditions are for convenience only and will not affect the interpretation hereof.

- 1.01 ADDENDA. Any written interpretation or change to the Contract Documents made by PCCA prior to the opening of Bids.
- 1.02 ADDITIVE BID. If called for in the Bid, it is the amount stated for any Work to be priced separately from the Base Bid, which Work can be added at the option of PCCA.
- 1.03 AGREEMENT OR CONTRACT. The written contract for the Project executed after the Notice of Award of Contract is issued.
- 1.04 ALTERNATE BID. If called for in the Bid, it is the amount stated for Work to be performed in place of the Base Bid.
- 1.05 ALTERNATIVE ITEM. Any item the bidder proposes to substitute for a comparable item specified in the Contract Documents.
- 1.06 BASE BID. The amount stated for performing all of the Work specified in the Contract Documents that is not specifically identified as an Additive, Deductive, or Alternate Bid item.
- 1.07 BID. PCCA form on which the bidder sets forth the Base Bid and any Additive or Deductive Bid Items or Alternate Bid for the Work specified in the Contract Documents, which must be submitted by the date and time stated in the Notice to Bidders.
- 1.08 BID BREAKDOWN SHEET. The document that allows PCCA to evaluate the Bids to detect possible errors or omissions and to establish values for the individual items of the Work in order to more easily resolve modifications to the Contract Documents.
- 1.09 CALENDAR DAY. Any day of the week or month; no days being excepted. Unless otherwise specified, all PCCA contracts will be done on a calendar-day basis. Accordingly, where the term "day" is used herein by itself, it means a Calendar Day.
- 1.10 CERCLA. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC § 9601 *et seq*.

- 1.11 CHANGE ORDER. PCCA form signed by Engineer and Contractor that adds to, deletes from, or otherwise changes any part of the Work or the Project.
- 1.12 CLAIM. A written notice received by the Director of Engineering Services of PCCA that a person or entity asserts entitlement to damages arising from the Project.
- 1.13 CONSTRUCTION DRAWINGS. The drawings provided by Engineer to be used for the bidding and construction of the Project.

## 1.14 CONTRACT DOCUMENTS.

- A. The instruments listed in this section and used by PCCA to take Bids for and implement construction of the improvements authorized by the Port Commission, which instruments are incorporated herein by reference:
  - 1. Notice to Bidders (advertisement)
  - 2. Bid
  - 3. Bid Breakdown Sheet
  - 4. General Conditions
  - 5. Special Conditions
  - 6. Construction Drawings (if any)
  - 7. Technical Specifications (*if any*)
  - 8. Detail Sketches (*if any*)
  - 9. Agreement
  - 10. Texas Statutory Performance and Payment Bonds (if any)
  - 11. Certificates of Insurance
  - 12. Addenda to the Contract Documents (*if any*)
  - 13. Change Order(s) (if any)
  - 14. Unilateral Change Order(s) (if any)
- B. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation will be in the following order (from the highest to the lowest):
  - 1. Unilateral Change Order(s)
  - 2. Change Order(s)
  - 3. Agreement
  - 4. Texas Statutory Performance and Payment Bonds
  - 5. Bid
  - 6. Bid Breakdown Sheet
  - 7. Addenda to Contract Documents
  - 8. Special Conditions
  - 9. Notice to Bidders
  - 10. Technical Specifications

- 11. Construction Drawings
- 12. General Conditions
- 1.15 CONTRACTOR. Contractor is that person or organization identified as such in the Agreement.
- 1.16 CONTRACTOR'S DAILY REPORT. A report prepared by Contractor and submitted to Engineer that provides required information on the progress of the Project.
- 1.17 DEDUCTIVE BID. If called for in the Bid, it is the amount separately stated for any Work to be deducted from the Base Bid.
- 1.18 DIRECTOR OF ENGINEERING SERVICES. The Director of Engineering Services for PCCA is Greg Brubeck, P.E.
- 1.19 DISPUTE. Any unresolved issue regarding the Work included in the Contract Documents after a written decision is made by Engineer.
- 1.20 ENGINEER. Engineer is Greg Brubeck, P.E., Director of Engineering Services, or his duly authorized representative. Nothing contained in the Contract Documents creates any contractual or agency relationship between Engineer and Contractor.
- 1.21 EQUAL OR APPROVED EQUAL. Any item approved by Engineer to be substituted for the item specified in the Contract Documents.
- 1.22 EVALUATED BID. The incorporation of the Base Bid plus the unit cost additive or deductive bid items into a theoretical formula that represents a possible project scenario. This allows the unit price items as well as the Base Bid to be evaluated to determine the most competitive bid submitted.
- 1.23 EXTRA WORK. All Work that may be required by Engineer or PCCA to be done by Contractor to accomplish any change, alteration, or addition to the Work shown on the Construction Drawings or reasonably implied by the Technical Specifications and not covered by Contractor's Bid, except as provided under Section 2.18, "Changes and Alterations," herein.
- 1.24 FIELD ORDER. PCCA form issued by Engineer which indicates any minor change in the Project consistent with the overall intent of the Contract Documents and which does not involve an increase or decrease in the Agreement price.
- 1.25 FINAL ACCEPTANCE. That point in the Project wherein Engineer considers the Project complete and PCCA issues a Certificate of Final Acceptance.
- 1.26 FINAL STATEMENT. A written statement prepared by Engineer upon completion of the Project that sets forth the value of all Work performed and materials furnished for the Project under the terms of the Agreement.

- 1.27 HORIZONTAL CONTROL. A system located in the field that provides a point of horizontal reference for all Work described in the Contract Documents.
- 1.28 NOTICE OF AWARD OF CONTRACT. A letter issued by Engineer to Contractor whose Bid has been accepted by the Port Commission.
- 1.29 NOTICE OF INTENT TO PROTEST. A document prepared by the bidder and delivered to PCCA when the bidder chooses to protest the bidding process or contract award.
- 1.30 NOTICE OF NONCONFORMANCE. A written report issued by Engineer in the event Engineer finds improper work or substandard workmanship in connection with the Project.
- 1.31 NOTICE TO PROCEED. A letter issued by Engineer to Contractor once all Contract Documents have been executed and approved by PCCA.
- 1.32 OWNER. The Owner referred to in these documents is the Port of Corpus Christi Authority of Nueces County, Texas.
- 1.33 PCCA. The Port of Corpus Christi Authority of Nueces County, Texas.
- 1.34 PCCA PROPERTY. Any land, structure, equipment, or other improvement owned by PCCA.
- 1.35 PORT COMMISSION. The governing board of PCCA.
- 1.36 PRINCIPAL OFFICERS OF CONTRACTOR. Those persons representing Contractor who have the express or legal authority to contract with PCCA.
- 1.37 PROJECT. The Work that is described and specified in the Contract Documents.
- 1.38 PUBLICATIONS. Any codes, standards, or specifications referred to in the Contract Documents.
- 1.39 RCRA. The Resource Conservation and Recovery Act of 1996, 42 USC § 6901 et seq.
- 1.40 SPECIAL CONDITIONS. The document that details those circumstances individual or particular to a project. If in conflict with the General Conditions, the Special Conditions will govern.
- 1.41 STATEMENT OF ACCOUNTS. A final written accounting of all costs required to complete the Project after abandonment by Contractor or Owner.
- 1.42 SUBCONTRACTOR. Except as separately defined herein relative to Workers' Compensation insurance coverage, "Subcontractor" means only those persons or entities having a direct contract with Contractor or one who furnishes material worked to a special design according to the Construction Drawings or Technical Specifications of the

Contract Documents but does not include one who merely furnishes material not worked to a special design. A list of all Subcontractors must be submitted with the Bid, and the list must be approved by Engineer prior to starting Work. Approval of Subcontractors by Engineer does not relieve Contractor of Contractor's responsibility for the Work.

- 1.43 SUBSTANDARD PERFORMANCE. Any Work by Contractor or any Subcontractor or supplier that, in the opinion of Engineer, is unacceptable or is not conducive to successful completion of the Project.
- 1.44 SUBSTANTIAL COMPLETION. That point in the Project wherein Engineer determines that the Project is suitable for use or occupancy for its intended purpose but may still require minor miscellaneous Work or adjustment.
- 1.45 TECHNICAL SPECIFICATIONS. The specifications provided by Engineer to be used for the bidding and construction of the Project.
- 1.46 UNILATERAL CHANGE ORDER. A Change Order issued by Engineer when agreement cannot be reached with Contractor on the price to be paid or other changes to the Project that are in dispute.
- 1.47 UNIT COST. Cost for each item of work.
- 1.48 VALUE ENGINEERING PROPOSAL. A proposal prepared by Contractor and submitted to PCCA regarding a change in the design shown in the Contract Documents.
- 1.49 VERTICAL CONTROL. A system located in the field that provides a point of vertical reference for all Work described in the Contract Documents.
- 1.50 WORK. Any construction, repair, or alteration described in the Contract Documents.

# ARTICLE 2 RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- 2.01 OWNER-ENGINEER RELATIONSHIP. Engineer is an employee of PCCA, and Engineer or the person Engineer designates in a written notice to Contractor will be PCCA's representative during construction. The duties, responsibilities, and authority of Engineer as PCCA's representative during construction are set forth in the Contract Documents and may not be extended or limited without written consent of PCCA. All of PCCA's instructions to Contractor will be issued through Engineer.
- 2.02 INSPECTION BY ENGINEER. Engineer will make periodic visits to the Project site to familiarize Engineer with the progress of the executed Work and to determine if such Work generally meets the essential performance and design features and technical and functional engineering requirements of the Contract Documents. Engineer, however, is not responsible for making any detailed, exhaustive, comprehensive, or continuous onsite inspection of the quality or quantity of the Work; nor is Engineer in any way

responsible, directly or indirectly, for Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions, or lack of same, incident to or in connection with the Work. Notwithstanding any other provision of the Agreement or any other contract document, Engineer is not in any way responsible or liable for any acts, errors, omissions, or negligence of Contractor.

- 2.03 PAYMENTS FOR WORK. In accordance with the Contract Documents, Contractor will submit requests for progress payments to Engineer. Engineer will review Contractor's requests for progress payments and supporting data, determine the amount owed to Contractor, and approve, in writing, payment to Contractor of such amount. Such approval of payment to Contractor constitutes a representation to PCCA of Engineer's professional judgment that the Work has progressed to the point indicated to the best of Engineer's knowledge, information, and belief; but such approval of an application for payment to Contractor is not a representation by Engineer that Engineer has made any examination to determine how or for what purpose Contractor has used the moneys paid Contractor pursuant to the Agreement.
- 2.04 DISPUTE DETERMINATIONS. All Claims, Disputes, and other matters in question between Contractor and PCCA relating to the execution or progress of the Work or the interpretation of the Contract Documents will first be decided by Engineer; and Engineer's decision will be rendered in writing within a reasonable time after notice to PCCA of any Dispute. Should Engineer fail to make such decision within a reasonable time, mediation/arbitration pursuant to Article 7, "Mediation/Arbitration," herein, may be demanded as if Engineer's decision had been rendered against the party demanding mediation/arbitration.

If Engineer renders any decision that in the opinion of Contractor is not in accordance with the meaning and intent of the Agreement, Contractor must file with Engineer, within thirty (30) days after the date of Engineer's decision, Contractor's written objection to the decision and, by such action, reserve the right to submit the Dispute to mediation/arbitration as hereinafter provided in Article 7, "Mediation/Arbitration." Contractor's written objection must state all of the grounds upon which the objection is made.

- 2.05 HORIZONTAL AND VERTICAL CONTROL. Unless otherwise specified, benchmarks for Vertical Control and a baseline for Horizontal Control will be as indicated on the Construction Drawings or furnished by Engineer. Contractor will use these controls to establish other lines and grades as indicated on the Construction Drawings. All such Horizontal or Vertical Controls will be preserved by Contractor, and in case of destruction or removal by Contractor or Contractor's employees, said controls may be replaced by PCCA at Contractor's expense.
- 2.06 CONTRACTOR'S DUTY AND SUPERINTENDENCE. Contractor will give adequate attention to the faithful prosecution and completion of the Project and will keep a competent superintendent and any necessary assistants on the Project during its progress. This superintendent must be present during any Work, whether subcontracted or not. The

superintendent will represent Contractor in Contractor's absence, and all directions given to the superintendent will be as binding as if given to Contractor.

Contractor is an independent contractor, solely responsible for the manner and method of completing Contractor's Work under the Agreement, with the authority to select the means, method, and manner of performing such Work so long as such methods do not adversely affect the Work or the improvements on the Project, PCCA and Engineer being interested only in the result obtained and conformity of the improvements on the Project to the Contract Documents.

All Work performed for Contractor by a Subcontractor or supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or supplier, which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of PCCA. Whenever any such agreement is with a Subcontractor or supplier who is listed as an additional insured on the insurance provided in Section 3.36, "Insurance," the agreement between Contractor and the Subcontractor or supplier will contain provisions whereby the Subcontractor or supplier waives all rights against PCCA, Contractor, Engineer, Engineer's consultants, and all other individuals or entities identified in these General Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and Subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or supplier, Contractor will obtain the same.

Engineering Construction Drawings and Technical Specifications, as well as any additional information concerning the Work, passing from or through Engineer may not be interpreted as requiring or allowing Contractor to deviate from the Construction Drawings and Technical Specifications, the intent of such Construction Drawings, Technical Specifications, and any other such instruction being to define with particularity the Work Contractor is to perform. Contractor is responsible, at Contractor's expense, for design, construction, installation, and use or nonuse of all items and methods incident to performance of the Agreement and for all loss, damage, or injury incident thereto, either to person or property, including without limitation the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery, equipment, safety precautions or devices, and similar items or devices used by Contractor for the Project.

Any review of Work in progress, any visit or observation during construction, or any clarification of Construction Drawings and Technical Specifications by Engineer or any agent, employee, or representative of Engineer or PCCA, whether through personal observation at the Project site or by means of approval of shop drawings for temporary construction or construction processes or by other means or method, is agreed by Contractor to be for the purpose of observing the extent and nature of Work completed or being performed as measured against the Construction Drawings and Technical Specifications constituting the Contract Documents or for the purpose of enabling Contractor to more fully understand the Construction Drawings and Technical

Specifications so that the Work will conform thereto. Review by Engineer or PCCA in no way relieves Contractor from responsibility for the proper performance of Contractor's Work on the Project, including without limitation the propriety of means and methods of Contractor in performing the Work and the adequacy of any designs, Construction Drawings, Technical Specifications, or other facilities for accomplishing such performance. Deviation by Contractor from Construction Drawings and Technical Specifications that may have been in evidence during any visitation or observation by Engineer or any of Engineer's representatives, whether called to Contractor's attention or not, in no way relieves Contractor of Contractor's responsibility to complete all Work in accordance with said Construction Drawings and Technical Specifications.

- 2.07 CONTRACTOR'S UNDERSTANDING. Contractor has, by careful examination, become satisfied as to the nature and location of the Work; the conformation of the ground; the character, quality, and quantity of the materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the Work; the general and location conditions; and all other matters which can in any way affect the Work under the Agreement. No verbal agreement or conversation with any officer, agent, or employee of PCCA or Engineer, either before or after the execution of the Agreement, affects or modifies any of the terms or obligations contained in the Contract Documents.
- 2.08 PCCA'S POLICIES AND PROCEDURES. The Contractor is required to follow all of PCCA's policies and procedures as described in Specification 00 73 10, "PCCA Policies & Procedures," of the Technical Specifications.
- 2.09 CHARACTER OF WORKMANSHIP. Contractor agrees to employ only orderly and competent workers, skilled in the performance of the type of Work required by the Agreement, to do the Work, and agrees that whenever Engineer informs Contractor in writing that any worker on the Project is, in Engineer's opinion, not an acceptable worker, such worker will be discharged from the Project and will not again be employed on the Project without Engineer's written consent. This section is applicable to craftsmen, laborers, foremen, superintendents, project managers, and Subcontractors. Contractor is responsible for the workmanship, errors, and omissions of all such persons. All materials and equipment must be installed and all Work completed in a workmanlike manner by craftsmen skilled in the work they perform.
- 2.10 DRUG-FREE WORKPLACE. PCCA is a drug-free workplace, and Contractor and Contractor's employees as well as Contractor's Subcontractors and the employees of Contractor's Subcontractors must adhere to the requirements of Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1988. Any employee of Contractor or Contractor's Subcontractors may be discharged from the Project if that employee is found to be in violation of these laws or regulations. The final decision concerning the acceptance or non-acceptance of any employee on the Project will be determined solely by Engineer.
- 2.11 SECURITY ACCESS REQUIREMENTS. Due to increased national security concerns and new security regulations, PCCA has revised its Tariff to designate certain areas of the

port as "restricted areas" and to address policies and procedures for access to those restricted areas. Contractor should be aware that Contractor will be required to obtain ID cards and vehicle decals for any personnel requiring access to these areas. This procedure will involve criminal background checks as well as costs for the ID cards and decals. These costs will be at Contractor's expense and should be included in Contractor's Bid. For detailed information on the new security requirements, Contractor should review Specification 01 14 13, "Access to Port Authority Property (Tariff Item 669)." Contractor is required to follow all policies and procedures in said Specification 01 14 13.

PCCA reserves the right at any time to increase or decrease its security level as determined by PCCA or mandated by state or federal regulations or authorities, and to deny access to restricted areas to any individual or company based upon the security level in place. Changes in security levels could affect, limit, or stop any or all personnel access or construction activity at PCCA. If Work is stopped for a period of time totaling five days or less during the course of the contract, then no additional compensation will be due Contractor. If Work is stopped for more than five days, then PCCA and Contractor will enter into good faith negotiations for agreement as to Contractor's actual costs of the Work stoppages to be paid by PCCA. In either case, PCCA will grant a day-for-day extension of time for security-induced stoppages as they affect the time of completion required under this contract.

- 2.12 ACCESS AND STORAGE. PCCA may designate entrance points, parking areas, and work and storage areas to be used by Contractor. The building of structures for housing workers or the erection of tents or other forms of protection will be permitted only at such places as Engineer directs, and the sanitary conditions of the grounds in and about such structures will be at all times maintained in a manner satisfactory to Engineer.
- 2.13 SANITATION. Contractor will provide sanitary conveniences for use by Contractor's personnel and PCCA's Project representative. Contractor will locate these conveniences in such manner and at locations approved by Engineer. Contractor's personnel may not use PCCA's facilities without approval of Engineer.
- 2.14 WORK AND MATERIALS. Contractor will provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, water, light, power, fuel, transportation, and facilities specified or necessary for the execution and completion of the Work. Unless otherwise specified, all materials must be new; and both workmanship and materials must be of good quality. Contractor will, if required, furnish satisfactory evidence as to the kind and quality of materials. Unless otherwise stated in the Contract Documents, words or phrases that have a well-known technical or construction industry trade meaning are used in the Contract Documents in accordance with such recognized meaning. Materials or Work described in words that have a well-known technical or trade meaning will be equal to the standards established by such description.
- 2.15 SHOP DRAWINGS. Unless otherwise specified, Contractor will submit to Engineer promptly, and so as not to delay Contractor's Work or that of any other contractor on the

Project, four (4) checked copies of all shop and setting drawings and schedules required for the Work, and Engineer will review them with reasonable promptness, making desired corrections. Contractor will promptly make any corrections required by Engineer, file with Engineer two (2) corrected copies, and furnish such other copies as may be needed. Engineer's review or approval of such drawings or schedules does not relieve Contractor from responsibility for deviations from Construction Drawings or Technical Specifications unless Contractor has in writing called Engineer's attention to such deviations at the time of submission, nor will it relieve Contractor from responsibility for errors or omissions of any kind in shop drawings or schedules. It is Contractor's responsibility to review all shop drawings to ascertain their effect on Contractor's ability to perform the Work in accordance with the Construction Drawings and Technical Specifications within the time stated in the Contract Documents.

Review of Construction Drawings or schedules by Engineer is for the sole purpose of determining the sufficiency of the drawings or schedules to achieve finished improvements in conformity with the Construction Drawings and Technical Specifications, and does not relieve Contractor of Contractor's duty as an independent contractor; nor does Engineer by such review assume any duty to review or approve the propriety or adequacy of such Construction Drawings or schedules or any means or methods reflected in the same in relation to the safety of either person or property during Contractor's performance.

2.16 PRELIMINARY APPROVAL. Engineer does not have the power to waive the obligations of Contractor under the Agreement. Failure or omission of Engineer to discover, object to, or condemn any defective Work or material does not release Contractor from the obligation to fully and properly perform the Agreement, including without limitation the obligation to at once tear out, remove, and properly replace defective Work or materials at any time prior to Final Acceptance, upon the discovery of said defective Work or materials. Engineer will, however, upon written request of Contractor, inspect and accept or reject any material furnished; and such acceptance is binding on PCCA unless it can be clearly shown that such material furnished does not meet the Technical Specifications.

Any questioned Work may be ordered taken up or removed for reexamination by Engineer prior to Final Acceptance. If found not in accordance with the Technical Specifications for said Work, all expense of removing, reexamination, and replacement will be borne by Contractor. Otherwise, such expense will be allowed as Extra Work and paid for by PCCA, provided that where inspection or approval is specifically required by the Technical Specifications prior to performance of certain Work, and should Contractor proceed with such Work without requesting prior inspection or approval, Contractor will pay all expenses of taking up, removing, and replacing this Work if so directed by Engineer.

2.17 DEFECTS AND THEIR REMEDIES. If the Work or any part thereof or any material brought on the site of the Work for use in the Project, or selected for the same, is deemed by Engineer as unsuitable or not in conformity with the Construction Drawings and Technical Specifications, Contractor must, at Contractor's expense, after receipt of a

Notice of Nonconformance from Engineer, forthwith remove such material and rebuild or otherwise remedy such Work so that it complies with the Agreement.

2.18 CHANGES AND ALTERATIONS. PCCA, in its sole discretion, may make such changes and alterations in the line, grade, form, dimension, plan or material for the Work, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Agreement between PCCA and Contractor.

If changes or alterations decrease the amount of Work to be done, Contractor may make a Claim for damages for the Work that may be eliminated, except as provided in Article 5, "Measurement and Payment." If the amount of Work is increased and the Work can fairly be classified as such under the Technical Specifications, such increase will be paid for according to the quantity actually done and at the unit price, if any has been established for such Work under the Agreement, except as provided in Article 5, "Measurement and Payment." Otherwise, such additional Work will be paid for as provided in Article 6, "Extra Work and Claims." In case PCCA makes changes or alterations that make useless any Work already done or material already furnished or used in said Work, PCCA will compensate Contractor for any such material or labor used and for any actual loss occasioned by such change based upon actual expenses incurred by Contractor.

- 2.19 BARRICADES AND WARNINGS. Contractor will provide barricades and warning signs and lights to properly mark the Project site. Barricades should be placed so as to prevent access to unfinished areas of Work and to demarcate grade changes and other hazards. Contractor must obtain an approved barricading plan from the City of Corpus Christi Traffic Division prior to blocking any portion of any city street.
- 2.20 STORM WATER POLLUTION PREVENTION PLAN. When applicable, Contractor will comply with the written Storm Water Specification included in the Contract Documents. Contractor will certify Contractor's compliance by signing the Storm Water Pollution Prevention Plan certification page which states that Contractor has reviewed and agrees to comply with the terms and conditions of the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (Permit No. TXR150000), which authorizes discharge of storm water from the Project site.
- 2.21 SITE CONDITIONS. Contractor must become familiar with the working conditions at the Project site. Contractor must also become familiar with utilities and roadway, rail and other approaches to the Project site available to Contractor and with the space available for storage, for working, and for temporary offices, sheds, *etc*.
- 2.22 UTILITIES. Contractor will arrange for and secure all temporary connections for water, electricity, telephone, gas, and other services needed by Contractor for the proper prosecution of Contractor's operations; and any cost for these services will be paid by Contractor.

Contractor will notify utility and pipeline companies when prosecution of the Work may affect said companies and will cooperate with said companies in the protection, removal,

relocation, and replacement of their property. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier, any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable will be remedied by Contractor at Contractor's expense.

If Contractor encounters uncharted or incorrectly charted utilities or pipelines, Contractor will notify Engineer, who will provide instructions on how to proceed. Contractor must cooperate with all parties to keep the utility or pipeline in service.

- 2.23 TESTING, INSPECTION, AND CONTROL. The Special Conditions and Technical Specifications generally govern the scope and frequency of testing the Work and materials; however, Engineer reserves the right to order additional testing. Testing and inspection of materials may be performed by a commercial testing laboratory selected by PCCA. Except as noted below or in the Special Conditions, the cost of laboratory tests will be paid by PCCA.
  - A. Contractor will furnish at Contractor's expense all materials or specimens for testing ordered by Engineer.
  - B. Contractor will pay for all tests and re-tests of materials that fail to comply with the Technical Specifications.
  - C. Contractor will furnish at Contractor's expense all materials and labor required to patch or otherwise repair all Work affected by testing.

It is Contractor's responsibility to notify and otherwise coordinate with the testing laboratory relative to the material to be tested. Failure of Contractor to have the Work or materials tested may require removal and replacement of the Work or materials at Contractor's expense.

- 2.24 CONTRACTOR'S DAILY REPORTS. On a weekly basis, Contractor will submit to Engineer daily reports that include the following minimum information:
  - A. Number of Contractor and Subcontractor employees working on site (itemized by trade).
  - B. Equipment on site.
  - C. Ongoing construction activities.
  - D. Progress made (i.e., quantity of material installed or Work completed).
  - E. Delays or problems encountered.
  - F. Direction received from Engineer.

- G. Visitors on site.
- H. General comments.
- I. Field superintendent's signature.

The daily reports must be submitted on a weekly basis to avoid miscommunication between Engineer and Contractor. Failure to submit daily reports in a timely manner may delay partial payments to Contractor.

- 2.25 DEBRIS. From time to time during execution of the Work, Contractor will at Contractor's expense remove all surplus materials and debris from the site of the Project and dispose of such materials as directed by Engineer. Transportation and disposal of all materials and debris will be conducted in accordance with all applicable federal, state, and local laws, ordinances, and regulations. Before Final Acceptance, Contractor must deliver the Project site in a clean and neat condition satisfactory to Engineer.
- 2.26 ENVIRONMENTAL POLICY. Contractor will conduct work in such a manner as to not violate PCCA's Environmental Policy. PCCA's Environmental Policy is as follows:

The Port of Corpus Christi Authority is committed to maintaining an Environmental Management System that promotes regulatory compliance and pollution prevention through a strategy of continual improvement and teamwork. We strive to:

- Comply with applicable federal, state, and local regulations and other commitments,
- Commit to pollution prevention,
- Continually improve, and
- Communicate our performance to the community.

## ARTICLE 3 GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 3.01 BID EXCEPTIONS, DEVIATIONS, OR QUALIFIED BIDS. When submitting the Bid, the bidder must not qualify his Bid, take exception to, or deviate from the requirements of the Contract Documents. Any such action on the part of the bidder may result in the Bid being considered non-responsive or not in the best interest of PCCA. Once submitted, the bidder may not change the Bid in any way. If the bidder desires a change in the requirements of the Contract Documents, bidder must submit a request for an addendum before Bids are due as outlined in Section 3.03, "Requests for Addenda," of these General Conditions. The bidder should explain the changes requested and the reasons therefor.
- 3.02 CONFLICT OF INTEREST. If you (Contractor) contract with or seek to contract with PCCA for the sale or purchase of property, goods, or services, or if you are an agent (Agent) for a Contractor, you must file a completed Form CIQ with PCCA's Records Administrator in accordance with Chapter 176 of the Texas Local Government Code.

Chapter 176 requires a Contractor or Agent under the circumstances described above to disclose affiliation or business relations that might cause a conflict of interest.

If you are required to file Form CIQ with PCCA's Records Administrator but fail to do so, this contract is voidable.

Form CIQ can be obtained at this web address:

www.portccopportunties.com/notice2vendors.htm.

3.03 REQUESTS FOR ADDENDA. Any bidder who is in doubt as to the meaning of any part of the Contract Documents may submit a written request to Engineer for an interpretation of the part of the Contract Documents in question. The written request must be received by Engineer at least four (4) days (excluding Saturdays, Sundays, and legal holidays) prior to the date that Bids are to be opened.

Written requests for interpretation received less than four (4) days (excluding Saturdays, Sundays, and legal holidays) before the time set for opening Bids will not be considered unless Engineer determines an addendum to be in the best interests of PCCA; in which case, facsimile or e-mail transmissions or overnight express delivery in response to the late request for an interpretation of the Contract Documents will be sent to the bidders.

Any Addenda may modify or otherwise change the meaning or purpose of any part of the Contract Documents. Such Addenda will be incorporated in and become a part of the Contract Documents, and Contractor will acknowledge receipt of same in Contractor's Bid. It is Contractor's sole responsibility to ascertain that Contractor has obtained all Addenda prior to the Bid opening.

3.04 CORRESPONDENCE. All correspondence to PCCA will be addressed as follows:

Mr. Greg Brubeck, P.E. Director of Engineering Services Port of Corpus Christi Authority P. O. Box 1541 Corpus Christi, Texas 78403

Phone: 361/882-5633 Fax: 361/881-5163

- 3.05 WRITTEN NOTICE. Written notice will be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered, certified, or express mail service or facsimile or e-mail transmission to the last business address, facsimile number, or e-mail address of the recipient known to the person who gives the notice.
- 3.06 APPROVED EQUAL. Where component, equipment, or material is specified by brand name and model number, it is not the intention of PCCA to discriminate against an equal or better product of another manufacturer but rather to establish a definite standard of

quality or performance and to establish an equal basis for the evaluation of Bids. Materials of different manufacture may be substituted provided prior written approval of Engineer is obtained.

If a bidder wishes to provide an Alternative Item other than that specified in the Contract Documents, a formal written request must be received by Engineer at least seven (7) days prior to the date for opening Bids. As part of the written request, bidder must provide detailed information on the Alternative Item to be considered. Engineer will review the request and advise the bidder of Engineer's decision at least forty-eight (48) hours in advance of the Bid opening. If an Alternative Item is approved, Engineer will issue an addendum to all bidders notifying them of the acceptance of the Alternative Item.

Where the term "equal" or "approved equal" is used in conjunction with specifying a particular brand or model of equipment, system, material, or method, Engineer will have the final authority to determine whether another brand or model is equal and approved for use on the Project.

3.07 TITLES OR REFERENCES. Titles to divisions and paragraphs in these Contract Documents and reference to parts of the Project are used merely for convenience and are not to be taken as segregation of the Work or responsibility. Individual sections or sheets do not necessarily represent the complete Work required for that particular part of the Project. Contractor is ultimately responsible for the complete Project.

All Publications referenced in the Contract Documents (codes, standards, and specifications) will include the latest revisions published by the organization. Publications referred to are incorporated herein as part of the Contract Documents, and they may be referenced in the Contract Documents by an abbreviated designation.

3.08 AWARD OF CONTRACT. PCCA reserves the right to reject any and all Bids received, to waive formalities or informalities in any Bid, and to accept any Additive, Deductive, Alternate, or Evaluated Bid, or any combination thereof, which is considered by PCCA to be in its best interest.

If a Bid is accepted by PCCA, Engineer will issue a written Notice of Award of Contract to Contractor. This letter will indicate the terms of the Bid that were accepted (*i.e.*, Base Bid and any Additive, Deductive, Alternate, or Evaluated Bids) and specify the documents that need to be submitted and executed by Contractor within fourteen (14) days (see Bid). This letter is not to be confused with the Notice to Proceed described elsewhere in the General Conditions.

3.09 BID PROTEST PROCEDURE. In the event a bidder wishes to protest the Notice of Award of Contract by PCCA, the procedure is as follows:

The bidder wishing to protest the award must submit a written Notice of Intent to Protest. In this notice, the bidder must state the reason for the protest and state all reasons why the award should not be approved. This written notice must be addressed to Greg Brubeck, P.E., Director of Engineering Services, Port of Corpus Christi Authority, P.O. Box 1541,

Corpus Christi, Texas 78403, and be received at least five (5) days prior to the date of the meeting of the Port Commission at which award of the contract is scheduled to take place. Bidders failing to submit a notice as specified above may not be afforded an opportunity to appear before the Port Commission regarding award of the contract.

- 3.10 NOTICE TO PROCEED. Contractor will not begin any Work, order any material, purchase any equipment, or incur any expense until a written Notice to Proceed has been issued by Engineer for construction of the Project. The date of the Notice to Proceed is the date for the beginning of the Project. The Notice to Proceed will identify the maximum duration of the construction period which will be no longer than that identified in the Bid. No other notice, whether verbal or written, will be interpreted as authorizing Contractor to begin Work or incur costs. The Notice to Proceed is not to be confused with the Notice of Award of Contract described elsewhere in the General Conditions.
- 3.11 SAFETY AND ENVIRONMENTAL RECORD. As part of its bid, Contractor will furnish PCCA written information concerning any citation, notice of violation or penalty regarding a serious safety or environmental violation by Contractor made by any agency or department of this state or the federal government. This information must include:
  - A. A general description of the conduct that resulted in the citation, notice of violation or penalty; and
  - B. The document(s) sent from the agency or department to Contractor that set forth the citation, violation, or penalty.

PCCA may terminate a contract with Contractor if PCCA determines that Contractor failed to give PCCA the information required or misrepresented conduct that resulted in a citation, notice of violation, or penalty. Contractor will be compensated for services performed prior to the termination of the contract.

3.12 CONSTRUCTION DRAWINGS AND TECHNICAL SPECIFICATIONS. PCCA will furnish Contractor up to five (5) complete sets of all Project Construction Drawings and Technical Specifications without expense to Contractor. Should Contractor require additional sets, PCCA will provide same at Contractor's expense.

Contractor will maintain one (1) set of Contract Documents on which Contractor will neatly record all changes made during the course of construction (Contractor's record drawings). These documents will constitute as-built records. Engineer may inspect these documents and approve their accuracy prior to progress payments. These documents must be kept at Contractor's Project office until the Project is complete. Contractor must deliver these documents to PCCA within thirty (30) days of Final Acceptance of the Project by PCCA. Retainage will not be released until PCCA has received these documents.

3.13 OWNERSHIP OF CONSTRUCTION DRAWINGS AND TECHNICAL SPECIFICA-TIONS. All Construction Drawings, Technical Specifications, and copies thereof furnished by Engineer may not be reused by Contractor and, with the exception of the

- signed Contract Documents, are to be returned to Engineer, upon request, at the completion of the Project.
- 3.14 ADEQUACY OF DESIGN. PCCA believes it has employed competent engineers and designers to design the Project. Therefore, it is agreed that PCCA is responsible for the adequacy of the design, safety of the structure, and practicability of the operations for the completed Project, provided Contractor has complied with the requirements of the Contract Documents, and all modifications, additions, and alterations thereto approved in writing by PCCA. The burden of proof of such compliance is upon Contractor.
- 3.15 VALUE ENGINEERING PROPOSALS. After award of the contract, Contractor may submit a Value Engineering Proposal (VEP) to Engineer for consideration of a proposed change to the design shown in the original Contract Documents. The VEP must describe the proposed design change in sufficient detail to permit a thorough evaluation by Engineer, explain the benefits of said design change, and state any proposed change in price or time of completion. Engineer will review and either approve or disapprove the VEP. The decision of Engineer will be final. All approved VEPs will be formally incorporated into the Contract Documents through a Change Order.
  - PCCA encourages new and better ways of constructing or repairing its facilities that will reduce construction and/or maintenance costs. All VEPs will be given prompt consideration. However, VEPs will not be considered during the bidding and bid evaluation phases.
- 3.16 RIGHT OF ENTRY. PCCA and its agents and representatives may enter any property or location on which the Work is being performed for the purpose of inspecting the Work or for the purpose of doing any other work PCCA may desire, provided such other work does not, in the estimation of Engineer, unduly interfere with the progress of the Project.
  - PCCA also reserves the right to have other work performed on or adjacent to the Project site by Contractor or any other person or entity PCCA chooses, provided such work does not, in the judgment of Engineer, unduly interfere with the progress of the Project.
- 3.17 COLLATERAL CONTRACTS. PCCA agrees to provide, by separate agreement or otherwise, all labor and material essential to the completion of work specifically excluded from the Contract Documents but necessary for Project completion so as not to unduly delay the progress of the Project, except where such delays are excused by the Agreement.
- 3.18 DISCREPANCIES AND OMISSIONS. It is the intent of the Contract Documents that all Work must be done and all material must be provided to furnish a complete Project; in the event of any discrepancies between the separate Contract Documents, the priority of interpretation defined under Section 1.14, "Contract Documents," will govern. In the event there is still any doubt after application of Section 1.14 as to the meaning and intent of any portion of the Contract Documents, Engineer will define which is intended to apply to the Work in question.

Contractor will comply with the following procedure regarding errors and omissions:

- A. Contractor will carefully check the Technical Specifications and the Construction Drawings for the Project and report to Engineer any errors or omissions discovered, whereupon written instructions regarding the same will be furnished promptly by Engineer.
- B. If errors or omissions are discovered and reported before the Work to which they pertain is constructed, and, if correction of such errors or omissions causes an increase in Contractor's cost, Contractor will be compensated for such increase in cost as provided in Article 6, "Extra Work and Claims," of these General Conditions.
- C. Contractor will correct, at Contractor's expense, any Work affected by any errors and omissions on the Construction Drawings or Technical Specifications that are not discovered or reported by Contractor prior to construction and that, in the opinion of Engineer, could have been discovered by reasonable diligence on the part of Contractor.
- 3.19 EQUIPMENT, MATERIALS, AND CONSTRUCTION PLANT. Contractor is responsible for the care, storage, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, means of construction, and parts of the Project, whether Contractor has been paid, until the Project is completed and accepted.
- 3.20 PROTECTION AGAINST ACCIDENTS. Contractor will at all times exercise reasonable precautions for the safety of employees and others on or near the Project site and must comply with all applicable federal, state, and local laws and building and construction codes. All machinery and equipment and other physical hazards must be guarded in accordance with the latest revision of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, except where incompatible with federal, state, or local laws or regulations. Contractor will provide machinery guards, walkways, ladders, bridges, gangplanks, and other safety devices. Contractor will also comply with any applicable safety rules of PCCA. The safety precautions actually taken and their adequacy are the sole responsibility of Contractor, acting as an independent contractor. All accidents or injuries on the Project involving property damage in excess of \$1,000.00 or injury requiring hospitalization or resulting in death must be reported immediately to PCCA.
- 3.21 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, Contractor and Contractor's corporate surety will execute separate Performance and Payment Bonds, each in the sum of 100% of the "accepted contract price" stated in the Agreement, on forms approved by PCCA, guaranteeing performance of the Work and the fulfillment of any required guarantees and further guaranteeing payment to all persons supplying labor and material or furnishing any equipment in the performance of the Agreement; the Agreement will not be in effect until such Performance and Payment Bonds are delivered to and approved by PCCA. However, if the Agreement amount is less than \$50,000.00,

no Payment or Performance Bond will be required and no progress payments will be made. If the contract price is greater than \$50,000.00, both Payment and Performance Bonds are required.

If the total value of the Agreement price is increased more than 10% or \$10,000.00 (whichever is more) during the course of the Project, Contractor must increase the amount of the Performance and Payment Bonds to reflect the increased amount of the "accepted contract price" stated in the Agreement and provide written evidence of same to PCCA. Any increase in bond costs will be included in the cost for the additional Work. No separate payment will be made to Contractor.

Unless otherwise approved in writing by PCCA, the corporate surety company underwriting the bonds must be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Bonds must be countersigned by a Texas insurance agent of the corporate surety approved by the state of Texas to represent that company. No bond will be accepted by PCCA from any corporate surety who is now in default or delinquent on any bonds securing, or who has an interest in any litigation against, PCCA.

Unless otherwise specified, the cost of the premium for the Performance and Payment Bonds will be included in Contractor's Bid.

- 3.22 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all losses or damage to Contractor arising out of the Work from the action of the elements, from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties that may be encountered in the prosecution of the Work will be sustained and borne by Contractor.
- 3.23 PROTECTION OF EXISTING EQUIPMENT, STRUCTURES, AND UTILITIES. Utility locations have not been field verified. Prior to construction, it will be Contractor's responsibility to verify the location and condition of existing equipment, structures and utilities through the "Dig TESS" process (at a minimum). Should damage occur to any existing equipment, structures, or utilities, Contractor will contact Engineer immediately. All repairs will be at Contractor's expense.

The Construction Drawings show the locations of all known surface structures pertinent to the Work. PCCA, however, does not guarantee the location of underground or underwater obstructions, such as existing water, sewer, storm sewer, gas, electrical lines, pipelines, piling, debris, or partial structures. It is assumed that, as elsewhere stated, Contractor has thoroughly inspected the Project site, is informed as to the correct location and condition of surface structures, has allowed for the cost of Project Work incidental to the same, and has considered and allowed for all foreseeable incidental Work due to variable subsurface conditions, whether such conditions and such Work are fully and properly described on the Construction Drawings or not. Minor changes and variations of the Work must be expected by Contractor and allowed for as incidental to the satisfactory completion of a whole and functioning Project.

- 3.24 PROTECTION OF ADJOINING PROPERTIES AND FACILITIES. Contractor will maintain sufficient clearance between Contractor's equipment and existing structures or adjacent property, or portions thereof, and utilize precautionary devices such as buoys or other means as necessary to protect adjoining property or facilities from damage. Should Contractor's equipment come in contact with and damage any portion of these structures or facilities, repairs to, or replacement of, the damage will be made by Contractor to the satisfaction of Engineer at no cost to PCCA. Contractor will defend, indemnify, reimburse, and hold harmless PCCA and Engineer from all Claims for damage due to any injury, loss, or damage to any property or facility adjacent to or adjoining the Project site arising or growing out of the performance of the Agreement; but such indemnity will not apply to any Claim arising out of the mere existence or character of the Project.
- 3.25 SMOKING POLICY. Engineer will decide if and where smoking will be allowed at the Project site. In general, smoking is <u>not</u> allowed at any of PCCA's oil docks, the Grain Elevator, the Gulf Compress—La Quinta Division, or within the confines of a building or storage structure. Contractor can, with approval from Engineer, designate an area where smoking will be permitted. Contractor will place and maintain suitable fire extinguishers at all designated smoking areas. Contractor will provide and maintain cigarette disposal areas and/or containers.
- 3.26 MISPLACED MATERIAL. Should Contractor, during the progress of construction, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of Engineer may be dangerous to, interfere with, or obstruct navigation, Contractor will, upon reasonable notice from PCCA, recover and remove the same with the utmost dispatch. Contractor will give immediate notice of such obstructions to mariners and others, with description and location of such obstructions, until the same are removed. Should Contractor refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by PCCA, and the cost of such removal may be deducted from any moneys due or to become due Contractor from PCCA or may be recovered by PCCA under Contractor's Performance Bond.
- 3.27 SIGNAL LIGHTS. Contractors performing work upon the navigable waters of the United States will display signal lights and conduct his operations in accordance with the General Regulations of the U.S. Department of the Army and the U.S. Coast Guard governing lights and day signals as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International–Inland or the International or Inland Rules of the Road stated in 33 Code of Federal Regulations as applicable.
- 3.28 CHANNEL TRAFFIC. Traffic in the Corpus Christi Ship Channel consists of seagoing vessels, ships, tankers, cargo vessels, small boats of various sizes, tugs, and tows consisting of one or more barges. Contractor is informed that channel traffic may interfere with construction to some extent, and allowances for this must be included in Contractor's Bid.

Contractor will be required to conduct the Work in such a manner so as not to obstruct navigation. If Contractor's Work does obstruct the channel and makes traffic movement

difficult or endangers the passage of vessels, Contractor will, upon notice from Engineer or Harbormaster, promptly move Contractor's equipment out of the way on the approach of any vessel to the extent necessary to afford a safe passage. Contractor is encouraged to contact the Harbormaster (361/882-1773) prior to bidding and inform himself as to the conditions to be expected. Upon completion of the Project, Contractor will promptly remove Contractor's equipment including ranges, buoys, piles, other markers, or temporary structures placed by Contractor. If Contractor does not remove the same within a reasonable time, PCCA may remove the equipment and dispose of it.

- 3.29 PHYSICAL DATA. The information furnished below is for Contractor's review. However, it is expressly understood that PCCA will not be responsible for any interpretation or conclusion drawn therefrom by Contractor. Neither will PCCA be responsible for any lack of information herein pertaining to physical conditions of the Project site. Contractor will make every possible effort to familiarize himself with and research the conditions to be expected at the Project site.
  - A. Tidal Conditions: Under ordinary conditions, the mean monthly tidal range is about one and one-half (1½) feet. The height of the tide is largely dependent on the force, direction, and duration of the wind. Strong northerly winds may depress the water surface as much as, and in some instances more than, three (3) feet below mean sea level; while southeasterly winds may raise the water surface as much as, and in some instances more than, three (3) feet above mean sea level.
  - B. Contractor is notified that construction may occur at or adjacent to active, existing marine and waterfront facilities.
- PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, 3.30 MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT, AND Contractor will defend, indemnify, reimburse, and hold harmless PCCA and Engineer from all Claims arising out of the Work or labor performed or materials supplied to or for the benefit of the Project by Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of the Agreement. When requested by PCCA, Contractor will furnish satisfactory evidence that all obligations of the nature hereinabove described have been paid, discharged, or waived. If Contractor fails to do so, then PCCA may at the option of PCCA either pay directly any such unpaid bills of which PCCA has written notice or withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such Claims until satisfactory evidence is furnished that all such liabilities have been fully discharged, whereupon payments to Contractor will be resumed in full in accordance with the terms of the Contract Documents; but in no event will the provisions of this sentence be construed to impose any obligation of any kind upon PCCA to either Contractor, Contractor's corporate surety, or Contractor's Subcontractors, materialmen, and laborers.
- 3.31 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTIONS. Contractor will pay all royalties and license fees and will provide for the use of any design, device,

material, or process covered by letters of patent or copyright by suitable legal agreement with the patentee or PCCA. Contractor will defend all suits or Claims for infringement of any patent rights or copyrights and will defend, indemnify, reimburse, and hold harmless PCCA and Engineer from any loss on account thereof, except that PCCA will defend such suits and Claims and will be responsible for such loss when a particular design, device, material, or process or the product of a particular manufacturer or manufacturers is specified or required by PCCA, provided, however, if choice of alternate design, device, material, or process is allowed to Contractor, then Contractor will defend, indemnify, reimburse, and hold harmless PCCA and Engineer from any loss or damage on account thereof.

3.32 LAWS AND ORDINANCES. Contractor will be responsible for familiarizing himself with and will at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect Contractor or the Project and will defend, indemnify, reimburse, and hold harmless PCCA and Engineer against any Claims arising from the alleged violation of any such laws, ordinances, or regulations, whether by Contractor or Contractor's Subcontractors, agents, or employees.

During the performance of the Agreement, Contractor must comply with all applicable federal, state or local laws or regulations including, but not limited to, those federal, state or local laws or regulations. If Contractor observes that the Construction Drawings and Technical Specifications violate any laws, ordinances, or regulations, Contractor must promptly notify Engineer in writing, and any necessary changes will be made in accordance with the terms of the Contract Documents. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, or regulations, and without notice to Engineer, Contractor will bear all costs to Contractor or PCCA arising therefrom.

In addition, if by federal rule or regulation, Contractor or Subcontractor is required to do so, Contractor will maintain records required by Title VII of the Civil Rights Act of 1964 and will annually file Standard Form 100, latest revision, Employer Information Report EEO-1, and Contractor will require that Contractor's Subcontractors who are required by law to do so will maintain the said records and will annually file the said EEO-1.

PCCA is a body politic and a political subdivision of the state of Texas; and the law from which PCCA derives its powers, insofar as the same regulates the object for which or the manner in which the conditions under which PCCA may enter into or perform an Agreement, will be controlling and will be considered as part of these Contract Documents to the same effect as though embodied herein.

3.33 TAXES. In accordance with the Texas Tax Code, tangible personal property purchased by Contractor for use in the performance of this contract for PCCA for improvements to real property is exempt from sales tax if the tangible personal property is incorporated into realty in the performance of the Agreement. Also, the purchase of tangible personal property other than machinery or equipment and its accessories and repair and replacement parts for use in the performance of a contract for PCCA for an improvement to realty is exempt from sales tax if this tangible personal property is (a) necessary and

essential for the performance of the contract and (b) completely consumed at the Project site. However, Contractor is not exempt from sales taxes for the lease or rental of tangible personal property used in the performance of such contract.

Further, the purchase of a tangible service for use in the performance of the Agreement is exempt from sales tax if the service is performed at the Project site and if (a) the Agreement expressly requires the specific service to be provided or purchased by Contractor performing the Agreement or (b) the service is integral to the performance of the Agreement. Contractor is liable for payment of all other taxes, such as unemployment and other contributions based on wages. Contractor is solely responsible for the final determination and payment of all sales or use taxes due and payable under state law.

3.34 ASSIGNMENT AND SUBLETTING. Contractor or the Principal Officers of Contractor will retain personal control of, and will give personal attention to, the performance of the Agreement and will not assign, by power of attorney or otherwise, nor sublet the Agreement without the prior written consent of PCCA; and no part or feature of the Work will be sublet to anyone objectionable to Engineer or PCCA. Subletting by Contractor of any portion or feature of the Work or materials required by the performance of the Agreement will not relieve Contractor from Contractor's obligations to PCCA as provided by the Contract Documents.

Should the Contractor or the Principal Officers of Contractor sell all or a majority interest in the company, Contractor will notify Engineer of the sale within 10 business days and provide names, addresses, and phone numbers for the Principal Officers of the new owner.

INDEMNIFICATION AND RELEASE. Contractor hereby releases and discharges 3.35 PCCA and its agents, servants, PCCA representatives, employees, Engineer, and Port Commissioners from liability for and assumes the risk of loss or damage to the property of Contractor and the injury or death of any person employed by Contractor. Contractor will defend, indemnify and hold harmless PCCA from and against all expense and liability for, and resulting from, the sole, joint, concurrent, or comparative negligence of Contractor, its agents or employees (collectively, "Contractor Parties"), in any matter resulting from, arising out of, or caused in whole or in part in connection with the Work provided in the Contract Documents (each an "Indemnified Claim") even if the indemnified claim is caused by the joint, concurrent, or comparative negligence of PCCA; provided, however, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence of the Contractor and PCCA, then Contractor's obligation to PCCA will only extend to the percentage of the total responsibility of the Contractor Parties in contributing to such Indemnified Claim.

Except as otherwise expressly limited herein, it is the intent of the parties hereto that all indemnity obligations and liabilities assumed under the terms of the Agreement be without monetary limit and without regard to the cause or causes thereof. The indemnity contained in this section applies without limitation to any

violation of any environmental law or regulation in effect during the term of the Agreement, including any extensions and any and all matters arising out of any act, omission, event, or circumstance existing or occurring during the term of the Agreement or any extension thereof, including without limitation the presence on the Project site or release from the Project site of hazardous substances or solid waste disposed of or otherwise released prior to the date on the Certificate of Final Acceptance, regardless of whether the act, omission, event, or circumstance constituted a violation of any environmental law or regulation at the time of its existence or occurrence.

The terms "hazardous substance" and "release" will have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" will have the meaning specified in RCRA, and in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment. Provided, however, to the extent that the laws of the state of Texas establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply.

- 3.36 INSURANCE. Contractor, at Contractor's expense, must purchase, maintain, and keep in force such insurance as will protect Contractor from Claims that may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor, by any Subcontractor, by anyone directly or indirectly employed by Contractor or Contractor's Subcontractor, or by anyone for whose acts Contractor or Contractor's Subcontractor may be liable.
- 3.36.1 LIABILITY INSURANCE. Contractor will not commence Work under the Agreement until Contractor has obtained all the insurance required in this subsection and certificates of such insurance have been filed with and approved by PCCA. Insurance coverage must be on forms and with insurers acceptable to PCCA. All required insurance coverages must be purchased from insurance carriers with an A. M. Best rating of A-VI or better. Approval of the insurance by PCCA will not relieve, decrease, or otherwise affect the liability of Contractor.

Unless otherwise specified in the Special Conditions, Contractor will provide and maintain, until the Work covered by the Agreement is completed and accepted by PCCA, the minimum insurance coverage ("the Policies") as follows:

	Type of Coverage	<u>Limits of Liability</u>
A.	Workers' Compensation	Statutory
B.	Employer's Liability	\$1,000,000
C.	Commercial General Liability (Occurrence including Products and Completed Operations)	\$1,000,000 (Any One Occurrence) \$2,000,000 (Aggregate, Per Project)

Such policy will provide coverage by endorsement, or otherwise, of contractual liability at the aforementioned limits.

D. Business Automobile Liability

\$1,000,000 (CSL, Each Accident)

Automobile liability coverage will include <u>all</u> owned, non-owned, and hired vehicles.

- E. Builder's Risk Insurance: During the term of the contract, Contractor will obtain and maintain in force Builder's Risk insurance in an amount equal at all times to 100% of the completed value of the Project against all risks of physical loss including flood and earthquake and/or damage (subject to normal policy exclusions) to all buildings, structures, machinery and equipment, materials, and real property to be incorporated into and forming part of the Project, whether or not such buildings, structures, machinery and equipment, materials, or real property will have been supplied or made available to Contractor or Contractor's Subcontractors by PCCA. The Builder's Risk policy will be endorsed to include Contractor, all Contractor's Subcontractors and suppliers, and PCCA as "additional insureds." In addition, the policy will include a waiver of subrogation endorsement in favor of PCCA.
- F. U. S. Longshore and Harbor Workers' Insurance: Contractor will provide and maintain insurance in the statutory amount in compliance with the United States Longshore and Harbor Workers' Act and provide proof of such insurance per subsection 3.36.2 of these General Conditions.
- G. Maritime Employers Liability Insurance: Any employee who may fall under the Death on High Seas Act, Jones Act, or any other federal or state acts relating to maritime employment must be covered by Maritime Employers Liability Insurance of not less than \$500,000. Such coverage will include, but not be limited to, transportation, wages, maintenance and cure, as well as any other liabilities arising under such maritime employment. Proof of such coverage must be provided per subsection 3.36.2 of these General Conditions.
- H. Railroad Protective Coverage: If Contractor's General Liability and Umbrella policies contain an exclusion for coverage within 50 feet of a railroad, Contractor must provide one of the following:
  - 1. A deletion of the railroad coverage exclusion in the General Liability and Umbrella policies and written confirmation from each insurance provider of coverage for all operations performed within 50 feet of a railroad; or
  - 2. Railroad Protective Liability coverage in the amount of \$1,000,000 and an excess coverage policy with a minimum limit of \$5,000,000 naming PCCA or other railroad entity as first named insured for both policies (in addition to the standard General Liability and Umbrella policies).

- I. Pollution Legal Liability Coverage: Contractor will provide a Claims Made Pollution Liability Policy in the amount of \$5,000,000. Coverage will include bodily injury, property damage, cleanup, and contingent off-site disposal.
- J. Umbrella Liability Coverage: Contractor will provide umbrella liability coverage with a minimum limit of \$5,000,000 in excess of all required liability coverage in subsections B, C, D, G and I in this section unless otherwise specified in the Special Conditions.
- 3.36.2 CERTIFICATE OF INSURANCE. PCCA shall be furnished, to the attention of PCCA's Director of Operations, prior to the commencement of any Work on the Project by Contractor, as proof of the insurance required of Contractor and Contractor's subcontractors, a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance), on the form provided in the Contract Documents, describing the Policies. Each of the Policies will be endorsed to (a) except for the Workers' Compensation and Employer's Liability insurance, name PCCA, its Port Commissioners, officers, officials, employees and agents as an additional insured (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to PCCA, Attention: Director of Operations, and (c) provide that notwithstanding any language in any policy of insurance held by PCCA ("PCCA Insurance") to the effect that the PCCA Insurance is primary, the Policies held by Contractor and Contractor's subcontractors are primary coverage and the PCCA Insurance is non-contributory so that PCCA Insurance will not share with the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to PCCA if either exceeds \$50,000.00; and, in such event, PCCA may decline to approve Contractor's Agreement without any liability to Contractor. Prior to commencing Work on the Project, PCCA may require Contractor to provide PCCA a true copy of each of the Policies required in the Contract Documents, including all endorsements on each policy.

Contractor's Subcontractor(s) must have insurance that complies with subsection 3.36.1 of these General Conditions, and Contractor must have on file proof of such insurance. If Contractor's Subcontractor(s) does not have insurance that complies with subsection 3.36.1 of these General Conditions, then Contractor must provide an "additional insured" endorsement naming said Contractor's Subcontractor(s) to each of Contractor's policies where provided by law, except in the case of Workers' Compensation coverage. Contractor must provide proof satisfactory to PCCA of Workers' Compensation coverage for all Contractor's Subcontractors, suppliers, *etc.*, before Work on the Project may begin.

3.36.3 EMPLOYEE LEASING COMPANY. Contractor will file with PCCA valid certificates of insurance covering all employee leasing companies and naming Contractor and PCCA as "additional insureds." Insurance of the employee leasing companies must have the same types of coverage and limits of liability as those required in subsection 3.36.1 of these General Conditions.

3.36.4 WAIVER OF SUBROGATION. Contractor waives every claim which arises or may arise in its favor against PCCA during the term of the Agreement or any renewal or extension thereof for any and all claims against it, or for loss of, or damage to, any of its property located within or upon, or constituting a part of, the Project, covered by applicable insurance policies, to the extent that such claim, loss or damage is covered or recoverable under said insurance policies. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in the Agreement with respect to any loss of or damage to property of the parties hereto. Contractor agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of the Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Contractor will provide to PCCA a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

### 3.36.5 ADDITIONAL INSURANCE REQUIREMENTS.

- A. Under all applicable coverages, Contractor will provide a Waiver of Subrogation endorsement in favor of PCCA.
- B. Under all coverages when provided by law, Contractor will name PCCA as "additional insured."
- C. Under the Workers' Compensation policy, Contractor will provide an Alternate Employer's Endorsement. In addition and in order to take advantage of the rights afforded it under § 95.004 of the Texas Civil Practice & Remedies Code, PCCA also requires a Waiver of Subrogation under this policy.

### 3.36.6 WORKERS' COMPENSATION INSURANCE COVERAGE.

#### A. Definitions:

- 1. Certificate of Insurance Coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84) showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on the Project for the duration of the Project.
- 2. Duration of the Project: Includes the time from the beginning of the work on the Project until Contractor's (person's) Work on the Project has been completed and accepted by PCCA.
- 3. Persons Providing Services on the Project ("Subcontractor" in §406.096): Includes all persons or entities performing all or part of the services

Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes without limitation independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project. "Services" include but is not limited to providing, hauling, or delivering equipment or materials or providing labor, transportation, or other services related to the Project. "Services" do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. Contractor will provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all employees of Contractor providing services on the Project for the duration of the Project.
- C. Contractor must provide a certificate of coverage to PCCA prior to issuance of the Notice to Proceed.
- D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with PCCA showing that coverage has been extended.
- E. Contractor must obtain from each person providing services on the Project and provide to PCCA:
  - 1. A certificate of coverage, prior to that person beginning work on the Project, so PCCA will have on file certificates of coverage showing coverages for all persons providing services on the Project; and
  - 2. No later than seven (7) days after receipt by Contractor, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- F. Contractor will retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- G. Contractor will notify PCCA in writing by certified mail or personal delivery within ten (10) days after Contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the Project.
- H. Contractor will post on each Project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all

persons providing services on the Project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

- I. Contractor will contractually require each person with whom Contractor contracts to provide services on the Project to:
  - 1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all of its employees providing services on the Project for the duration of the Project;
  - 2. Provide to Contractor, prior to that person beginning work on the Project, a certificate of insurance showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
  - 3. Provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - 4. Obtain from each other person with whom the Subcontractor contracts and provide to Contractor:
    - a. A certificate of coverage, prior to the other person beginning work on the Project; and
    - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - 5. Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
  - 6. Notify PCCA in writing by certified mail or personal delivery within ten (10) days after the person knew or should have known of any change that materially affects the provision of coverage of any person providing services on the Project; and
  - 7. Contractually require each person with whom Contractor contracts to perform as required by subsections (1) through (6), with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing the Agreement or providing or causing to be provided a certificate of coverage, Contractor is representing to PCCA that all employees of Contractor who will provide services on the Project will be covered by Workers' Compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. Contractor's failure to comply with any of these provisions is a breach of the Agreement by Contractor which entitles PCCA to declare the Agreement void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from PCCA.
- 3.37 SCHEDULE. Contractor must schedule Contractor's Work in close conjunction with PCCA and adhere to any specific schedule requirements/restrictions found in the Special Conditions. In addition, Contractor will comply with the following:
  - A. Contractor must begin physical work on the Project within ten (10) days of the date of the written Notice to Proceed.
  - B. To ensure that the entire Project will be substantially complete as described in Section 1.44, "Substantial Completion," and Section 5.07, "Notice of Substantial Completion," within the number of Calendar Days stated in the Bid, Contractor will provide a detailed construction schedule to Engineer for approval prior to beginning construction. The proposed schedule will be submitted in writing accompanied by charts and Construction Drawings necessary to fully explain the schedule.
  - C. At such times as may be required by Engineer, Contractor will submit updated schedules showing the order in which Contractor proposes to carry out the Work with dates at which Contractor will start the several parts of the Work and estimated dates of completion of the several parts.
- 3.38 DAMAGES FOR DELAY. If the Special Conditions provide for payment of additional compensation for early completion or liquidated damages for delay in completion, this section will apply to the Agreement.

The "required completion time" will be the time for completion specified in the Agreement plus any additional time allowed in accordance with Section 4.02, "Extension of Time," of these General Conditions.

If the Work is not substantially completed within the required completion time, Contractor is obligated to pay PCCA damages at the rate per day stated in the Agreement, which amount will be considered liquidated damages and not a penalty, for each Calendar Day required to substantially complete the Work after the required completion time.

Such amount is specifically agreed upon in advance as the measure of damage to PCCA by reason of the delay in completion of the Work, and Contractor agrees to accept a reduction in the accepted Agreement price in the amount of the liquidated damages. If the Work is substantially completed in less than the required completion time and the Special Conditions provide for early completion compensation, PCCA will pay Contractor additional compensation at the rate per day stated in the Agreement for each Calendar Day between the date of Substantial Completion and the required completion date. Contractor will be notified of any such reduction or increase in the contract price in the Notice of Substantial Completion.

- 3.39 LIQUIDATED DAMAGES. Unless specified otherwise in the Special Conditions, liquidated damages of \$300 will be assessed against Contractor for each Calendar Day beyond the required completion time that the Project is not substantially complete. Unless stated in the Special Conditions, there is no provision for early completion compensation.
- 3.40 PERMITS. As stipulated in City Ordinance 6614, industrial or port-related projects on PCCA property are not subject to the platting requirements of the city of Corpus Christi (City) building code/permit ordinances, nor fees, inspections, and plan reviews. Industrial or port-related projects are defined as those Project sites inaccessible to the general public and under the supervision of PCCA. Those projects accessible to the general public, such as office buildings, restrooms, warehouses, etc., and not related to the manufacturing or testing of equipment or operations are not exempt from permitting and inspection by the City. Exemption from City permitting and inspection should not be construed as a waiver of any requirement of City building, electrical, mechanical, or plumbing codes or other applicable ordinances; Contractor will fully comply with the requirements of all such codes.

Unless specified otherwise in the Special Conditions, Contractor will obtain and pay for all permits (except Corps of Engineers' permits) and licenses necessary for the prosecution of the Work.

## ARTICLE 4 PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. Unless specifically provided otherwise in the Contract Documents, it is the meaning and intent of the Agreement that Contractor will be allowed to prosecute Contractor's Work at such times and seasons, in such order of precedence, and in such manner as will be most conducive to economy of construction, provided, however, that the time and order of prosecution will be such that the Work will be substantially completed, in part and as a whole, in accordance with the Agreement, the Construction Drawings and the Technical Specifications, and within the time of completion designated in the Bid, and, also provided, that when PCCA is having other work done, either by agreement or by PCCA's employees, Engineer may direct the time and manner of the Work to be done under the Agreement so that conflict will be avoided and the construction of the various projects being done for PCCA will be harmonized. Contractor will cooperate with others working on the Project site and arrange

Contractor's Work to cause the least possible interference with the work of others; and Contractor will not obstruct, delay, or endanger the work of such others.

- 4.02 EXTENSION OF TIME. Should Contractor be delayed in the completion of the Work by any act or negligence of PCCA or Engineer, of any employee of either, or by contractors employed by PCCA, by changes ordered in the Work, by strikes, lockouts, fires, and unusual delays by common carriers, by unavoidable cause or causes beyond Contractor's control (other than normal weather delays); or by any cause which, in Engineer's sole discretion, justifies the delay, then Engineer will determine an extension of time to be allowed for completing the Work, provided Contractor gives Engineer notice in writing of the duration and cause of delay promptly upon discovering that such delay may occur. Any extension of time for completing the Work will be set forth in a written Change Order. There will be no extension of time allowed under this Agreement for delays due to inclement weather conditions—*i.e.*, rain, wind, cold, or heat. Contractor will anticipate and include sufficient time, equipment, and personnel in Contractor's Bid to account for lost production days due to inclement weather conditions.
- 4.03 OZONE ACTION DAYS. Maintaining Corpus Christi's air quality attainment status is of prime importance to PCCA. In order to keep emissions or generation of ozone precursors such as volatile organic compounds (VOCs) and oxides of nitrogen (NOx) to a minimum, all Contractors and Subcontractors working on PCCA projects are requested to adhere to the following recommendations at all times.
  - A. Properly maintain all construction equipment and keep tires properly inflated to promote fuel efficiency.
  - B. Encourage car pooling of employees to and from the Project site.
  - C. Eliminate idling of vehicles or equipment.
  - D. Minimize vehicle trips as much as possible.
  - E. Limit the use of internal combustion engines (ICEs) driven by gasoline or diesel, such as generators, compressors, welders, and other gas-operated small equipment.
  - F. Use clean burning fuels (e.g., compressed natural gas, propane, low reid vapor pressure gasoline, reformulated gasoline, and low emissions high performance diesel, etc.) for on- and off-road vehicles and equipment.

On days when the Texas Commission on Environmental Quality issues an ozone alert (via the City), Engineer may require that Contractor either stop all operations or discontinue certain activities that lead to formation of ozone until the ozone alert is over. No additional moneys will be paid to Contractor for this interruption of the Work. However, Engineer will grant Contractor an extension of time (day for day) for this delay. The following activities must be severely curtailed or stopped during ozone action days:

- A. Fueling of equipment between the hours of 7:00 a.m. and 6:00 p.m.
- B. Sandblasting and painting activities.
- C. Use of solvents and varnishes.
- D. Excessive use of ICE-powered vehicles and equipment that do not use clean-burning fuels.
- E. Idling of vehicles or equipment.
- 4.04 HINDRANCES AND DELAYS. No Claim by Contractor will be allowed for damages resulting from hindrances or delays in the progress of any portion of the Work, regardless of the cause of any such delay. However, this provision does not apply where Engineer orders the Work stopped for reasons not attributable to Contractor.
- 4.05 SUSPENSION OF WORK. Engineer has the authority, in his sole judgment, to suspend the Work, wholly or in part, for any period of time Engineer considers necessary. Engineer will notify Contractor in writing of such suspension and reasons therefor and the date on which Work will be resumed. Contractor will resume the Work on the date so fixed. Time accrued during the suspension will not count against the allowable Calendar Days on the job. Cost to Contractor for such suspension will be negotiated by Contractor and PCCA. This provision only applies when PCCA suspends Work for PCCA's benefit. PCCA may also suspend Work for Substandard Performance by Contractor. In such case, no additional compensation or time will be allowed.
- 4.06 TERMINATION OF AGREEMENT. Engineer has the authority to terminate part or all of the Project at any point in the Project by written notice to Contractor given at least twenty-four (24) hours in advance. This notice of termination will state the reasons therefor, the part of the Work on the Project to be terminated, and the effective date of termination. Contractor will cease work on the part of the Project on which the Work is terminated on the effective date of the termination, but will continue to prosecute any remaining Work on the Project that is not terminated.

When a part or all of the Agreement is terminated, PCCA will pay Contractor only for services performed and obligations incurred prior to the effective date of termination and for such additional amounts directly related to the Work performed by Contractor in terminating the Work, provided said Work was authorized in advance by Engineer. The value of such Work will be determined by using (in order of priority) (a) the values stated in the Bid, (b) payment or bid breakdown forms, (c) recent progress payments, (d) actual costs as shown by receipted bills, or (e) actual cost records of Contractor.

PCCA's sole liability to Contractor for termination under this section will be determined in accordance with this section; and PCCA will not be liable for any other damages, whether direct, indirect, or consequential, including without limitation, loss of anticipated profits of Contractor or Contractor's suppliers or Subcontractors. If a termination notice

is given to Contractor, Contractor will assist PCCA and make a good-faith effort to terminate existing supplier and Subcontractor agreements, seek credit for return of materials already ordered or received, and credit PCCA for any such sums received.

Termination of the Agreement as stated above will not relieve Contractor or Contractor's corporate surety of the responsibility of replacing defective Work as required by the Agreement, or of payment to suppliers, materialmen, Subcontractors, and workmen.

# ARTICLE 5 MEASUREMENT AND PAYMENT

- 5.01 QUANTITIES AND MEASUREMENTS. Actual measured or computed length, area, solid content, number, and weight only will be considered, unless otherwise specifically provided. No extra or customary measurements of any kind will be allowed.
- 5.02 ESTIMATED QUANTITIES. The Contract Documents, including the Technical Specifications, Construction Drawings, and Bid Breakdown Sheet, are intended to set forth all Work to be done and material to be furnished hereunder. Where estimated quantities are shown for the various classes of Work to be done and material to be furnished under the Agreement, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the Bids offered for the Work. It is understood and agreed that the actual amount of the Work to be done and material to be furnished under the Agreement may differ somewhat from these estimates and, subject to the limitations set forth in this subsection, where the basis for payment under the Agreement is the unit price method, payment will be for the actual amount of such Work done and material furnished.

Where payment is based upon the unit price method, Contractor agrees that Contractor will make no Claim for damages, anticipated profits, or otherwise on account of any differences which may be found between the quantities of Work actually done, the material actually furnished under the Agreement, and the estimated quantities contemplated and contained in the Bid. However, in cases where the actual quantity of any major item exceeds the estimated quantity by more than twenty-five percent (25%), PCCA, upon written demand, will be entitled to a lower unit price on that portion of the Work more than twenty-five percent (25%) above the estimated quantity. Furthermore, in cases where the actual quantity of any major item is less than eighty-two percent (82%) of the estimated quantity, Contractor, upon written demand, will be entitled to a greater unit price on the portion of the Work below eighty-two percent (82%) of the estimated quantity.

A "major item" is any individual bid item included in the Bid that has a total cost equal to or greater than five percent (5%) of the total Agreement cost, computed on the basis of the Bid quantities and the Agreement unit prices.

Any revised consideration is to be determined by agreement between the parties or, if agreement cannot be reached, by the terms of the General Conditions, Article 6, "Extra Work and Claims."

- 5.03 CHANGES IN QUANTITY. Where the Bid identifies a price for changes in quantities of the Work in an otherwise lump sum contract, such as a unit price for increases or decreases in a certain type of Work, Section 5.02, "Estimated Quantities," will apply, regardless of whether or not it is a major item.
- 5.04 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment, and materials and the completion of all Work by Contractor, upon the completion of all Work and the delivery of all material in conformity with the Contract Documents, PCCA agrees, subject to the terms of the Contract Documents, to pay Contractor the prices set forth in the Bid hereto attached, which has been made a part of the Agreement. Contractor hereby agrees to receive such payment for furnishing all material and labor, for expenses incurred by Contractor, and for performing the Work in the manner provided in the Contract Documents.
- 5.05 PARTIAL PAYMENTS AND RETAINAGE. On or before the tenth (10<sup>th</sup>) day of each month that Work is performed, Contractor will prepare and submit to Engineer for approval or modification an application for payment containing a statement setting forth the total value of the Work done by Contractor up to and including the last day of the preceding month. Said statement will also include the value of all materials delivered on the Project site that are to be incorporated into the Project and should separately state any request for payment for materials or equipment fabricated but not delivered to the Project site. Within thirty (30) days of receipt, PCCA will remit payment for payment applications (sometimes referred to herein as progress payments) that have been approved by Engineer in accordance with Section 2.03, "Payments for Work."

Payment for materials or equipment fabricated in accordance with the Construction Drawings and Technical Specifications but not yet delivered to the Project site may be made upon the approval of Engineer, subject to the following:

- A. The materials and equipment must be a major Project component representing more than 5% of the total Agreement cost.
- B. They must be situated in a secure location within thirty (30) miles of the Project site.
- C. All such fabrication must have been performed in accordance with the Construction Drawings and Technical Specifications and approved by Engineer.
- D. A written bill of sale transferring title to the materials or equipment to PCCA and a right of access agreement must be signed by Contractor in a form satisfactory to Engineer.
- E. Contractor is not allowed markup for materials or equipment prior to delivery to the Project site.

Payment for materials or equipment stored off site will not relieve Contractor of the obligation to protect and preserve those materials and to complete installation of the same in the Project in accordance with the Contract Documents.

During the progress of the Project and for thirty (30) days after the Project is completed, PCCA will retain (a) ten percent (10%) of the "accepted contract price" stated in the Agreement for the Work or (b) ten percent (10%) of the value of the Work, measured by the proportion that the Work done bears to the Work to be done, using the "accepted contract price" stated in the Agreement as the total of the Work to be done.

- 5.06 USE OF COMPLETED PORTIONS. PCCA has the right to take possession of or use any completed or partially completed portion of the Work, even though the time for completing the entire Work or such portions may not have expired; however, possession or use of the Work will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. Furthermore, such possession or use will not be deemed as an implied, verbal or unwritten, issuance of a Notice of Substantial Completion or Certificate of Final Acceptance. If such prior use increases the cost of or delays the Work, Contractor will be entitled to such extra compensation or extension of time, or both, as Engineer may determine. However, Contractor must immediately notify Engineer how and to what extent the costs of and delays to the Work are being affected, or are anticipated to be affected, by use of portions of the Work by PCCA.
- NOTICE OF SUBSTANTIAL COMPLETION. Contractor will notify Engineer when in 5.07 Contractor's opinion the Project is "substantially complete," and when so notifying Engineer, Contractor will furnish to Engineer in writing a detailed list of unfinished Work. Engineer will review Contractor's list of unfinished Work and inspect the Project. If Engineer determines that the entire Project is substantially complete, Engineer will issue a Notice of Substantial Completion with a punch list for Work that is not substantially complete. If Engineer deems the Work not substantially complete, Engineer will notify Contractor either verbally or in writing and explain why the Work is not substantially complete. In any case, Engineer will have the final decision whether or not the Project is substantially complete. Substantial Completion of the Project will not excuse Contractor from performing all of the Work, whether of a major or minor nature, and completing the Project in accordance with the Contract Documents. Engineer will state in the Notice of Substantial Completion the total of any liquidated damages to be subtracted from the "accepted contract price" stated in the Agreement or the total of any early completion compensation to be added to the "accepted contract price" stated in the Any such adjustment in the "accepted contract price" stated in the Agreement will be formally incorporated through a Change Order or Unilateral Change Order (if necessary).
- 5.08 FINAL ACCEPTANCE. Within ten (10) days after Contractor has given Engineer written notice that the Project is complete, Engineer will inspect the Work and if Engineer finds the Project to be complete and in accordance with the Contract Documents, Engineer will issue a Certificate of Final Acceptance of the Work to Contractor. If Engineer determines that the Project is not complete in accordance with the Contract Documents, Engineer will advise Contractor in writing of the reason for

- non-acceptance, and the procedure provided for in Section 5.07, "Notice of Substantial Completion," will be repeated until a Certificate of Final Acceptance is issued.
- 5.09 FINAL PAYMENT. Upon issuance of the Certificate of Final Acceptance, Engineer may make final measurements and prepare a Final Statement of the value of all Work performed and materials furnished under the terms of the Contract Documents. Contractor may then submit an invoice for one hundred percent (100%) of this amount less previous payments and retainage. PCCA will process this invoice as a partial payment as outlined in Section 5.05, "Partial Payments and Retainage."

After issuance of the Certificate of Final Acceptance, Contractor may also submit an invoice for the full amount of the retainage withheld. PCCA will pay the retainage withheld as the final payment to Contractor on or after the thirty-first (31<sup>st</sup>) day and before the thirty-fifth (35<sup>th</sup>) day after the date of the Certificate of Final Acceptance, provided PCCA has not received any notice of a Claim or lien and Contractor has fully performed Contractor's contractual obligations under the terms of the Agreement; submitted satisfactory evidence of payment in full for all materials, labor, and equipment and payment to all Subcontractors used or employed in the Work; furnished Contractor's as-built records; and furnished a written guarantee as outlined in Section 5.11, "Guarantee." Neither the Certificate of Final Acceptance nor the final payment nor any provision in the Contract Documents will relieve Contractor of the obligation to fulfill any warranty of Contractor.

- 5.10 PAYMENTS WITHHELD. Upon discovery that any of the following has occurred, PCCA may withhold payment or nullify the whole or part of any notice or certificate to the extent necessary to protect PCCA from loss:
  - A. Defective Work not remedied;
  - B. Claims filed or reasonable evidence indicating probable filing of Claims related to the Project;
  - C. Failure of Contractor to make payments properly to Subcontractors for material or labor;
  - D. Damage to another contractor or to property adjoining or adjacent to the Project;
  - E. Reasonable doubt that the Work can be completed for the unpaid balance of the Agreement amount;
  - F. Reasonable indication that the Work will not be completed within the time required by the Agreement;
  - G. Failure to complete or finish any punch list item; or
  - H. Discovery of any unfinished Work.

When all defaults are resolved or Contractor provides a corporate surety bond satisfactory to PCCA that will protect PCCA for the amount withheld, payment of the amount withheld may be made to Contractor.

#### 5.11 GUARANTEE.

- A. Upon completion of all Work under the Contract Documents, Contractor will deliver his written guarantee in favor of PCCA to Engineer in a form satisfactory to Engineer or PCCA counsel, guaranteeing all of Contractor's Work under the Agreement except proper and usual wear and tear and guaranteeing said Work to be free from improper workmanship and faulty materials in every particular, agreeing to repair or replace without cost to PCCA such Work and materials found to be improper or faulty, and to make good all damage caused to other work or materials due to such required repair or replacement. This guarantee will be for a period of one (1) year from the date of the Certificate of Final Acceptance. This guarantee must be furnished to Engineer and approved by Engineer or PCCA counsel before acceptance and final payment is made.
- B. Contractor will provide PCCA with copies of all guarantees and warranties which have been made to Contractor by suppliers or Subcontractors, together with a written assignment of such warranties and guarantees to PCCA; however, such assignment will not relieve Contractor of the responsibility stated in subsection 5.11.A above in case of failure of Subcontractors or suppliers to fulfill the provisions of such warranties and guarantees.
- C. Neither the Certificate of Final Acceptance nor any provision in the Contract Documents relieves Contractor of responsibility for negligence or improper or faulty materials or workmanship during the period covered by the guarantee.

## ARTICLE 6 EXTRA WORK AND CLAIMS

- 6.01 CHANGE ORDERS. Without invalidating the Contract Documents, PCCA may at any time order additions, deletions, or revisions to the Work. Such changes will be authorized by a written Change Order to be prepared by Engineer for execution by PCCA and Contractor. The Change Order will set forth any change in the Work, "accepted contract price," and time of completion stated in the Agreement.
  - In the event Contractor refuses to execute a Change Order which has been prepared by Engineer and executed by PCCA, Engineer may in writing instruct Contractor to proceed with the Work as set forth in the Change Order; and Contractor may make claim against PCCA for Extra Work involved therein, as hereinafter provided.
- 6.02 MINOR CHANGES. Engineer may authorize or order minor changes in the Work by issuance of a Field Order for Work not inconsistent with the overall intent of the Contract Documents and not involving an increase or decrease in the "accepted contract price" stated in the Agreement. If Contractor believes that any minor change or alteration

authorized or ordered by Engineer involves Extra Work and entitles Contractor to an increase in the "accepted contract price" stated in the Agreement, Contractor will submit a written request to Engineer for a Change Order.

Engineer will review Contractor's request for a Change Order and if approved will issue the Change Order. If the request is not approved, Engineer will issue a written Field Order stating the reason for the disapproval and citing a reference in the Construction Drawings and Technical Specifications.

Any request by Contractor for a change in the "accepted contract price" stated in the Agreement must be made prior to beginning the Work covered by the proposed change or the right to request a change is waived.

6.03 EXTRA WORK. It is agreed that the basis for compensation to Contractor for Work either added or deleted by a Change Order or for which a Claim for Extra Work is made will be determined by one or more of the following methods:

Method A: By agreed unit prices;

Method B: By agreed lump sum;

Method C: By agreed time and materials basis for Extra Work as outlined in the Bid;

Method D:

By "actual field cost" of the Work plus 15%. If the Extra Work is performed and paid for under Method D, then the provisions of this subsection will apply. The "actual field cost" is hereby defined to include the cost to Contractor of all workmen, such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water, and similar operating expenses, and all necessary incident expenses incurred directly on account of such Extra Work, including Social Security and other payroll taxes, and a ratable proportion of premiums on Performance and Payment Bonds, Public Liability and Property Damage, Workers' Compensation, and all other insurance as may be required by any law or ordinance, or directed or agreed to by PCCA. Engineer may direct the form in which accounts of the "actual field cost" will be kept, and the records of these accounts will be made available to Engineer. Engineer or PCCA may also specify in writing before the Work commences the method of doing the Work and the type and kind of machinery and equipment to be used; otherwise, these matters will be determined by Contractor. otherwise agreed upon, the prices for the use of machinery and equipment will be determined by using the latest schedules and rate factors of the Rental Rate Blue Book published by Dataquest. Where practicable, the terms and prices for the use of machinery and equipment will be incorporated in the Change Order. The fifteen percent (15%) of the

"actual field cost" to be paid Contractor will cover and compensate Contractor for Contractor's profit, overhead, general superintendence, field office expenses, insurance, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same will be included in the "actual field cost"; or

Method E:

11/11

If neither Methods A, B, or C can be agreed upon before the Extra Work is commenced and Engineer determines that the Work is such that keeping track of the "actual field cost" described in Method D would be impractical or undesirable, then Engineer will issue a Unilateral Change The Unilateral Change Order will specify the Work to be performed, the amount to be paid by PCCA, and any allowable change in the construction schedule. If Contractor disagrees with any of the terms of the Unilateral Change Order, Contractor may file a written protest with Engineer within seven (7) days, wherein Contractor will state the reason for Contractor's protest and request the issue be submitted to mediation/arbitration in accordance with Article 7, "Mediation/Arbitration," of these General Conditions, at the completion of the Project. In the meantime, Contractor will proceed with the Work and keep accurate records of Contractor's actual costs. Failure to file a written protest within the seven (7) day period will constitute Contractor's acceptance of all terms stated in the Unilateral Change Order.

No Claims for Extra Work of any kind will be allowed unless Extra Work is ordered in writing by Engineer. In case any orders or instructions, either verbal or written, appear to Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in the construction time, Contractor will promptly make written request to Engineer for a written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work or as to the payment therefor, or the amount of the lower, or greater, unit price provided for in Section 5.02, "Estimated Quantities," and Engineer insists upon its performance, Contractor will proceed with the Work after making written request for a written order and must keep an accurate account of the "actual field cost" thereof, as provided under Method D. Contractor will thereby preserve the right to submit the matter of payment to mediation/arbitration, as provided hereinbelow. If any difference of opinion for Extra Work or for a lower, or greater, unit price pursuant to Section 5.02, "Estimated Quantities," arises after the Work is done, then Method D will be used to calculate any payment to be claimed or made.

6.04 TIME OF FILING CONSTRUCTION CLAIMS. It is further agreed by both parties hereto that unless specifically provided otherwise in the Contract Documents all questions of Dispute or adjustment presented by Contractor must be in writing and filed with Engineer within thirty (30) days after Engineer has given any direction, order, or instruction to which Contractor desires to take exception. Unless specifically provided otherwise in the Contract Documents, Engineer will reply within thirty (30) days to such written exception by Contractor and render Engineer's final decision in writing. If

Contractor intends to appeal Engineer's decision, demand for mediation/arbitration must be filed with Engineer and PCCA in writing within ten (10) days after the date of delivery to Contractor of Engineer's final decision. Failure to seek mediation/arbitration in accordance with Article 7, "Mediation/Arbitration," below within ten (10) days of Engineer's decision will result in Engineer's decision becoming final and binding. It is further agreed that Final Acceptance of the Work by PCCA and the acceptance by Contractor of the final payment will be a bar to any construction Claims by either party except insofar as specifically provided otherwise in the Contract Documents.

# ARTICLE 7 MEDIATION/ARBITRATION

7.01 MEDIATION. PCCA and Contractor agree that they will submit any and all unsettled Claims or counterclaims, Disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof to mediation in Corpus Christi, Nueces County, Texas, prior to either of them initiating against the other a demand for arbitration pursuant to Section 7.02, "Arbitration," unless delay in initiating arbitration would irrevocably prejudice one of the parties. The 30-day time limit within which to file a demand for arbitration as provided in subsections 7.02.B and 7.02.C will be suspended with respect to a Dispute submitted to mediation within that time limit and will remain suspended until ten (10) days after the termination of the mediation. The parties will agree upon a mediator who will schedule and conduct the mediation. If the parties cannot agree upon a mediator within thirty (30) days after either party makes a written request to the other for mediation, then either party may request any state District Judge in Nueces County, Texas, to appoint a mediator to schedule and conduct mediation between the parties. The mediator of any Dispute submitted to mediation under this Agreement may not serve as arbitrator of such Dispute unless otherwise agreed.

#### 7.02 ARBITRATION.

- A. All Claims or counterclaims, Disputes, or other matters in question between PCCA and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided in Section 5.09, "Final Payment") not resolved under the provisions of Section 7.01, "Mediation," will be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules then obtaining. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. No demand for arbitration of any Claim or counterclaim, Dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Section 2.04, "Dispute Determinations," will be made until the earlier of: (*i*) the date on which Engineer has rendered a written decision, or (*ii*) the thirty-first (31<sup>st</sup>) day after the parties have presented their final evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for mediation/arbitration of any such Claim or counterclaim, Dispute, or other

matter will be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof in accordance with Section 2.04; and the failure to demand mediation/arbitration within said 30-day period will result in Engineer's decision being final and binding upon PCCA and Contractor. If Engineer renders a decision after mediation/arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

- C. Notice of the demand for mediation/arbitration will be filed in writing with the other party to the contract and with the selected arbitrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the thirty- (30-) day period specified in subsection 7.02.B, and in all other cases within a reasonable time after the Claim or counterclaim, Dispute, or other matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other Dispute or matter in question would be barred by the applicable statute of limitations.
- D. Except as provided in subsection 7.02.E, no arbitration arising out of or relating to the Contract Documents will include by consolidation, joinder, or in any other manner any other individual or entity (including PCCA's Port Commissioners, PCCA, Engineer or any other PCCA staff employees), who is not a party to this contract unless:
  - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the mediation/arbitration; and
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the mediation/arbitration and which will arise in such proceedings; and
  - 3. the written consent of the other individual or entity sought to be included and of PCCA and Contractor has been obtained for such inclusion, which consent will make specific reference to this paragraph; but no such consent will constitute consent to mediation/arbitration of any Dispute not specifically described in such consent or to mediation/arbitration with any party not specifically identified in such consent.
- E. Notwithstanding subsection 7.02.D, if a Claim or counterclaim, Dispute, or other matter in question between PCCA and Contractor involves the Work of a Subcontractor, either PCCA or Contractor may join such Subcontractor as a party to the mediation/arbitration between PCCA and Contractor hereunder. Contractor will include in all subcontracts required by Section 2.06, "Contractor's Duty and Superintendence," a specific provision whereby the Subcontractor consents to being joined in a mediation/arbitration between PCCA and Contractor involving

the Work of such Subcontractor. Nothing in this subsection 7.02.E nor in the provisions of such subcontract consenting to joinder will create any Claim, right, or cause of action in favor of Subcontractor and against PCCA's Port Commissioners, PCCA, PCCA staff employees, or Engineer's consultants that does not otherwise exist.

F. The award rendered by the arbitrators will be final; judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

### ARTICLE 8 ABANDONMENT

8.01 ABANDONMENT BY CONTRACTOR. In case Contractor should abandon the Project or Work on the Project and fail or refuse to resume Work within ten (10) days after written notification from PCCA or Engineer to do so, or if Contractor fails to comply with the orders of Engineer when such orders are consistent with the Contract Documents, then where Performance and Payment Bonds exist, the corporate sureties on these bonds will be notified in writing and directed to complete the Work. A copy of said notice will be delivered to Contractor.

After receiving said notice of abandonment, Contractor may not remove from the Project site any machinery, equipment, tools, materials, or supplies, and the same, together with any materials and equipment under contract for the Work, may be held for use on the Work by PCCA or the corporate surety on the Performance Bond or another contractor in completion of the Work. Contractor will not receive any rental or credit for such materials or equipment (except when used in connection with Extra Work, where credit will be allowed as provided for under Article 6, "Extra Work and Claims"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no Performance Bond provided, or in case the corporate surety should fail to commence compliance with the notice for completion within ten (10) days after service of such notice, then PCCA may provide for completion of the Work in either of the following elective manners:

8.01.1 After abandonment and notice, PCCA may thereupon employ such force of workers and use such machinery, equipment, tools, materials, and supplies as PCCA deems necessary to complete the Project and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor. Expenses so charged will be deducted from and paid for by PCCA out of such moneys as may be due or that may thereafter at any time become due to Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum that would have been payable under the Contract Documents if the Work under the Agreement had been completed by Contractor, then said Contractor will receive the difference. In case such expense is greater than the sum that would have been payable under the Contract Documents if the Work under the

Agreement had been completed by said Contractor, then Contractor or Contractor's corporate surety will pay the amount of such excess to PCCA; or

8.01.2 After five (5) days' notice published one or more times in a newspaper having general circulation in the county of the location of the Work, PCCA, under sealed bid process, may let an agreement for the completion of the Project. In case of any increase in cost to PCCA under the new agreement as compared to what would have been the cost under the Agreement, such increase will be charged to Contractor, and the corporate surety will be and remain bound therefor. However, should the cost to complete any such new agreement prove to be less than what would have been the cost to complete under the Agreement, Contractor and/or Contractor's corporate surety will be credited therewith.

When the Work has been substantially completed, Contractor and Contractor's corporate surety will be so notified; and a Certificate of Final Acceptance, as provided in Section 5.08, "Final Acceptance," hereinabove, will be issued. A complete itemized Statement of Accounts, certified by Engineer as being correct, will then be prepared and delivered to Contractor and Contractor's corporate surety, whereupon Contractor, Contractor's corporate surety, or PCCA, as the case may be, must pay the balance due as reflected by said statement within fifteen (15) days after the date of the Certificate of Final Acceptance.

In the event the Statement of Accounts shows that the cost to complete the Work is less than that which would have been the cost to PCCA had the Work been completed by Contractor under the terms of the Agreement, or when Contractor or Contractor's corporate surety pays the balance shown to be due by them to PCCA, then all machinery, equipment, tools, materials, or supplies left on the site of the Work will be turned over to Contractor or Contractor's corporate surety. Should the cost to complete the Work exceed the Agreement price, and Contractor or Contractor's corporate surety fail to pay the amount due PCCA within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the Project site, written notice thereof together with an itemized list of such equipment and materials will be issued to Contractor and Contractor's corporate surety at the respective addresses designated in the Agreement or at such other address as Contractor and Contractor's corporate surety request in writing. After mailing or other giving of such notice, such property will be held at the risk of Contractor and Contractor's corporate surety, subject only to the duty of PCCA to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, PCCA may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of Contractor and Contractor's corporate surety. Such sale may be made at either public or private sale, with or without notice, as PCCA may elect. PCCA will release any machinery, equipment, tools, materials, or supplies that remain on the Project and belong to persons other than Contractor or Contractor's corporate surety to their proper owners. The books on all operations provided herein will be open to Contractor and Contractor's corporate surety.

PCCA is not responsible for any loss, damage, or wear and tear to any of Contractor's machinery, equipment, tools, materials, or supplies used by PCCA or its representatives or contractors after abandonment by Contractor.

PCCA will, in calculating the cost to complete the Project after abandonment by Contractor, add the sum of twenty-five percent (25%) to the amount of all invoices, statements, and charges of any kind to PCCA for completion of the Project as a method of recovering the general and administrative costs which it is hereby agreed PCCA will incur in the event of abandonment by Contractor.

8.02 ABANDONMENT BY OWNER. In case PCCA should fail to comply with the terms of the Contract Documents and should fail or refuse to comply with said terms within ten (10) days after written notification by Contractor, then Contractor may suspend or wholly abandon the Project and may remove therefrom all machinery, tools, equipment, and all materials on the Project site that have not been included in payments to Contractor and have not been incorporated into the Project. And thereupon Engineer will make an estimate of the total amount earned by Contractor, which estimate will include the value of all Work actually completed by Contractor (at the prices stated in the Bid where unit prices are used), the value of all partially completed Work at a fair and equitable price, the value of all Extra Work performed at the prices agreed upon or provided for by the terms of the Agreement, and a reasonable sum to cover the cost of any provisions made by Contractor to carry the whole Work to completion and which cannot be utilized. Engineer will then make a Statement of Accounts of the balance due Contractor by deducting from the above estimate all previous payments by PCCA and all other sums that may be retained by PCCA under the same terms of the Contract Documents and will certify same to PCCA, who will pay to Contractor on or before thirty (30) days after the date of the notification by Contractor the balance shown by said Statement of Accounts as due Contractor under the terms of the Contract Documents.

> End of General Conditions

### **SPECIAL CONDITIONS**

#### SPECIAL CONDITIONS

- 1.01 GENERAL. The provisions of this section of the Contract Documents will govern in the event of any conflict between the Special Conditions and the General Conditions.
- 1.02 PROJECT DESCRIPTION / SCOPE OF WORK. The Contract Documents intend to provide and secure (Insert project title).

(Insert detailed description of project.)

- 1.03 TIME OF COMPLETION. It is anticipated this contract will be awarded at the PCCA commission meeting of (Insert date of next commission meeting). It is further anticipated that the Notice to Proceed will be issued upon execution of the Agreement by (Insert date; should be approximately 20 days after commission meeting). Contractor will complete the Project within the number of calendar days stated in the Bid.
- 1.04 LIQUIDATED DAMAGES. (Insert any changes to the amount listed in the General Conditions; if no change, delete paragraph)
- 1.05 SCHEDULING CONSTRAINTS. (Insert any special scheduling conditions for project; if none, delete paragraph)
- 1.06 PERMITS. A City of Corpus Christi building permit [is] [is not] (Choose one) required for this Project. (Insert any information on other permits required for the project)
- 1.07 MATERIALS TO BE FURNISHED BY OWNER. (Insert any materials to be supplied by PCCA; if none, delete paragraph)
- 1.08 INSURANCE. (Insert any changes to insurance requirements specified in the General Conditions; if no changes are required, delete paragraph)
- 1.09 BONDS. (Insert any changes to bonding requirements specified in the General Conditions; if no changes are required, delete paragraph)
- 1.10 QUALIFICATION OF CONTRACTORS. (Insert any special qualifications for contractors; if none, delete paragraph)
- 1.11 PRE-CONSTRUCTION CONFERENCE. A pre-construction conference will be scheduled prior to commencement of construction.

(Insert date, time, and location of pre-construction meeting, if applicable)

- 1.12 DISRUPTION OF UTILITY SERVICE. (Insert any special circumstances surrounding utility connections; if none, delete paragraph)
- 1.13 USE OF PCCA FACILITIES AND UTILITIES. During execution of the Project, the Contractor will be allowed to use PCCA facilities and utilities as follows:

11/11

	Facility/Utility	Allowed	Not Allowed			
	Restrooms Lunchrooms Offices Telephones Vending Machines Water Electricity Sewage					
	Contractor is responsible for the above. Contractor will equipment or tool loads.	or any required hookup or installation could not be allowed to overload any circle of these factorization of these factorization will be responsible for any datactor's use.	rcuits with construction cilities will have priority			
1.14	4 TESTING SCHEDULE. The following testing program will be performed in accord with the Technical Specifications and General Conditions:					
	Item to be Tested	Frequency & Type of Test	  			
1.15	LIST OF DRAWINGS. Ac	companying these specifications and incollows:	luded herein by reference			
	<u>Drawing No</u> .	<u>Title</u>	<u>Date</u>			
1.16	CONTRACTOR'S DAILY paragraph)	REPORTS. (Insert any requirements for Contra	actor's daily reports; if none, delete			
1.17		TE. The following pages are lists of w ling minimum rates in this area. Contract	_			
		End of Special Conditions				

Special Conditions 2/2

### TECHNICAL SPECIFICATIONS

### **NOTE**

THE FOLLOWING DOCUMENTS ARE NOT TO BE SUBMITTED WITH THE CONTRACTOR'S BID. INSTEAD, THEY ARE FURNISHED TO ACQUAINT THE CONTRACTOR WITH THE DOCUMENTS THAT WILL BE REQUIRED IF HIS BID IS ACCEPTED.

### AGREEMENT FOR

# (Insert project title in all caps) PORT OF CORPUS CHRISTI AUTHORITY

THE STATE (	OF TEXAS	§ § §		
COUNTY OF	NUECES	§		
	, 20	(Insert date of co	mmission meeting whe	sthis day of ere approval is scheduled to take place), between ghits Commissioners, hereunto duly
	einafter called "Owr			
(Insert name of conta	ractor) of			(Insert name of county or parish) County, reinafter called "Contractor."
		WITNI	ESSETH:	
				yments to be made and the other or" agree as follows:
			I	
materials; labo and water; inst in accordance	or; tools; equipment; urance; and all other	superintender facilities and	nce; supplies; tr services necessa	s own proper cost and expense all ransportation, including fuel, power ary or required to complete the work is Agreement consist of, and are
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12.	Notice to Bidders. Bid. Bid Breakdown Sh. General Conditions Construction Draw Technical Specific Detail Sketches (if a Agreement. Texas Statutory Per Certificates of Insu Addenda to the Co- Change Orders (if a	s.  vings. ations.  erformance and arance Covera entract Docum	ge.	ds (if any).
14.	Unilateral Change	Orders (if any).		

11/11

### AGREEMENT FOR

(Insert project title in all caps)

### PORT OF CORPUS CHRISTI AUTHORITY

 $\Pi$ 

All work required of the Contractor by the Contract Documents will be executed by the Contractor at the prices stated in the Bid and accepted by the Owner as the "accepted contract price" for (Insert project title). Port of Corpus Christi, Texas, described in the
for(Insert project title), Port of Corpus Christi, Texas, described in the specifications and drawings (if any).
The "accepted contract price" is understood and is agreed to be
amount in words) Dollars (\$
lump sum price] [which is an estimate based on application of unit prices to estimated quantities] (Choose one; delete the other; delete brackets).
Liquidated damages compensation will be(Insert amount of liquidated damages) per calendar day.
The work to be executed under this contract will be commenced within ten (10) calendar days of the date of the written Notice to Proceed and completed within() (Insert number of days to complete the project—first in words, then in numbers within the parentheses) calendar days of said date.
III
The Owner will pay the Contractor for the execution of the work in current funds and in the manner and amounts as provided in the General Conditions and Bid, with final payment and acceptance of the work to be made pursuant to the provisions of the Contract Documents.
IV
The Director of Engineering Services for the Port of Corpus Christi Authority, or his duly authorized representative, is designated as the Engineer representing the Owner during the execution of the work by the Contractor.
V
This Agreement, together with the Contract Documents described in Paragraph I above, form the contract between the parties, and each of the other Contract Documents are as fully a part of

this Agreement as if attached hereto or repeated herein.

### AGREEMENT FOR

(Insert project title in all caps)

### PORT OF CORPUS CHRISTI AUTHORITY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on the day and year first written above.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS:

John P. LaRue Executive Director	
DATE:	
CONTRACTOR:(Company Name)	(Seal if bid is by a corporation)
BY:	
BY:(Signature)	
NAME:	
TITLE:	
ADDRESS:	(For all official correspondence)
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE:	
ATTEST:	

#### TEXAS STATUTORY PERFORMANCE BOND

(Penalty of this bond must be 100% of contract amount)

STATE OF TEXAS	
COLDITY OF	BOND NUMBER
COUNTY OF	-
KNOW ALL MEN BY THES	E PRESENTS that
	, (hereinafter called Principal), as Principal, and
	, a corporation organized
under the laws of the state of	, and duly authorized to do business in
the state of Texas, (hereinafter called the	e Surety), as Surety, are held and firmly bound unto the Port called Obligee), in the penal sum of
	Dollars
(\$), for t	he payment of which sum well and truly to be made, we bind
ourselves, our heirs, administrators, exec	cutors, successors, and assigns, jointly and severally, firmly
by these presents.	
the day of,	ntered into a certain written contract with the Obligee, dated  20(Insert date of commission meeting where contract approval is scheduled to hed and made a part hereof, for
	rt project title), Port of Corpus Christi, Texas.
NOW, THEREFORE, THE Co	CONDITION OF THIS OBLIGATION IS SUCH, that if form the work in accordance with the Construction Drawings, ct Documents (including any change orders), then this

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond will be determined in accordance with the provisions thereof to the same extent as if it were copied at length herein.

**DISCLOSURE OF GUARANTY FUND NONPARTICIPATION**. In the event the insurer (Surety) is unable to fulfill its contractual obligation under this policy or contract or application or certificate of evidence of coverage, the policyholder or certificate-holder is not protected by an insurance guaranty fund or other solvency protection arrangement.

11/11

IN WITNESS	WHEREOF,	the said	Principal	and	Surety	have	signed	and	sealed	this
instrument this	day of				20_					
PRINCIPAL:								(Seal)		
BY:										
NAME:										
TITLE:										
DATE:										
ATTEST:										
SURETY:								(Seal)		
BY:		_		_						
NAME:										
TITLE:										
DATE:										
ATTEST:										
The Local Recording A	gent of the Sur	rety in Te	exas for de	livery	y of no	tice an	nd servi	ce of	proces	ss is:
NAME:										
ADDRESS:										
COUNTERSIGNED:										

### TEXAS STATUTORY PAYMENT BOND

(Penalty of this bond must be 100% of contract amount)

STATE OF TEATES	DOME STUDE
COLDITY OF	BOND NUMBER
COUNTY OF	<del></del>
KNOW ALL MEN BY	THESE PRESENTS that
	THESE PRESENTS that, (hereinafter called Principal),
as Principal, and	state of, a corporation, and duly authorized to do
organized under the laws of the	state of, and duly authorized to do
business in the state of Texas, (her	reinafter called Surety), as Surety, are held and firmly bound unto
the Port of Corpus Christi Authori	ity, (hereinafter called Obligee), in the penal sum of
	Dollars e payment of which sum well and truly to be made, we bind
WHEREAS, the Principa theday of	ts, executors, successors, and assigns, jointly and severally, firmly all has entered into a certain written contract with the Obligee, dated
	a copy of which is hereto attached and made a part hereof, for (Insert project title), Port of Corpus Christi, Texas.
the said Principal should pay all conthe prosecution of the work prov	THE CONDITION OF THIS OBLIGATION IS SUCH, that if laimants supplying labor and material to him or a subcontractor in ided for in said contract (including any change orders), then this e to remain in full force and effect.
	<b>CR</b> , that this bond is executed pursuant to the provisions of Chapter
2253 of the Texas Government C	Code, and all liabilities on this bond to all such claimants will be

insurer (Surety) is unable to fulfill its contractual obligation under this policy or contract or application or certificate of evidence of coverage, the policyholder or certificate-holder is not protected by an insurance guaranty fund or other solvency protection arrangement.

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION. In the event the

determined in accordance with the provisions thereof to the same extent as if it were copied at length

herein.

STATE OF TEXAS

IN WITNESS WHEREOF, the said Principal and Surinstrument this day of, 2	
PRINCIPAL:	(Seal)
BY:	_
NAME:	_
TITLE:	_
DATE:	
ATTEST:	<del></del>
SURETY:	(Seal)
BY:	_
NAME:	
TITLE:	
DATE:	_
ATTEST:	<u> </u>
The Local Recording Agent of the Surety in Texas for delivery of	notice and service of process is:
NAME:	
ADDRESS:	_
COUNTERSIGNED:	

(Insert	nroipe	t num	hor

## PORT OF CORPUS CHRISTI AUTHORITY CERTIFICATE OF INSURANCE

This is to certify that policies (including endorsements) of insurance, as described below, have been issued by the undersigned to the insured, named below, and are in force at this time. If canceled at the request of either party or changed in any manner for any reason during the period of coverage, as stated herein, so as to affect this certificate, thirty (30) days prior written notice must be given by the insurance company(ies) to the Port of Corpus Christi Authority, Attention: Greg Brubeck, P.E., Director of Engineering Services, P. O. Box 1541, Corpus Christi, Texas 78403. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Name, Address & Phone of Insured:		Indicate Individual, Partnership, C Limited Partnership, etc.	Co-Partnership, Corporation,
(In acc		ompensation npensation taws of the State of Texas)	
Policy No.:			
Dates of Policy Coverage:	From:	To:	-
Limits of Liability:			
A. Worker's Compensa	ition	Statutory	
B. Employer's Liability		\$	
U.S. Longshoremen's Harbor Wor	kers	Maritime Coverage	-
Yes	No	Yes	No
Waiver of Subrogationm (Required)		Alternate Employer Endorsem	
Yes	No	Yes	No
Name, Address & Phone of Insure  Indicate A.M. Best's Current Ratin			
By:	5.	Date:	
(An Authorized Repres	entative)		
,	<del>-</del>	eneral Liability	
Policy No.:		Policy Type:	
Dates of Policy Coverage:	From:	To:	
Limits of Liability:		Endorsements	_
	Policy must include	contractual liability.	
Waiver of Subrogation (Required):		Additional Insured (Required):	
Yes	No	Yes	No
Name, Address & Phone of Insure	er:		
Indicate A.M. Best's Current Ratir	ng:		
By:		Date:	
(An Authorized Repres	sentative)		

Business Automobile Liability			
Policy No.:		Policy Type:	
Dates of Policy Coverage:	From:	To:	
Limits of Liability:		Endorsements	
Waiver of Subrogation (Required):		Additional Insured (Required):	
Yes	No	Yes	No
Name, Address & Phone of Insure	r:		
Indicate A.M. Best's Current Ratin	g:		
Ву:		Date:	
(An Authorized Represe	entative)		
	Umbrella	Coverage	
Policy No.:		Policy Type:	
Dates of Policy Coverage:	From:	To:	
Limits of Liability:		Endorsements	
Waiver of Subrogation (Required):		Additional Insured (Required):	
Yes No		Yes	No
Name, Address & Phone of Insurer:			
Indicate A.M. Best's Current Ratin	g:		
Ву:		Date:	
i			

### Exhibit No. 5

Standard Contract Documents for Purchasing Projects

# CONTRACT DOCUMENTS FOR THE

### **PURCHASE OF**

[Insert purchase item(s)]

**PORTCORPUS CHRISTI** 

### PORT OF CORPUS CHRISTI AUTHORITY

PROJECT NO. (Insert project number)

### PREPARED BY

# PORT OF CORPUS CHRISTI AUTHORITY DEPARTMENT OF ENGINEERING SERVICES

(Insert month & year)

# TABLE OF CONTENTS PURCHASE OF [Insert purchase item(s)] PORT OF CORPUS CHRISTI AUTHORITY

NOTICE TO BIDDERS

BID ITEM 1 – (Insert purchase item)

BID ITEM 2 – (Insert purchase item)

BID ITEM 3 – (Insert purchase item)

CONFLICT OF INTEREST QUESTIONNAIRE

ALTERNATE SUBMITTAL PRE-QUALIFICATION FORM

GENERAL TERMS AND CONDITIONS

SPECIAL CONDITIONS

**AGREEMENT** 

# NOTICE TO BIDDERS PURCHASE OF [Insert purchase item(s)] PORT OF CORPUS CHRISTI AUTHORITY

The Port of Corpus Christi Authority (PCCA) is currently accepting bids for the purchase of [Insert purchase item(s)]. Contract Documents may be obtained at the address listed below or by calling the PCCA Engineering Department at 361-885-6167. This is a lump sum purchase.

Bids for this project must be submitted in duplicate and in a sealed envelope addressed to Port of Corpus Christi Authority, 222 Power Street, Corpus Christi, Texas 78401, Attention: Greg Brubeck, P.E. Bids must be received at this address by (Insert date & time of bid opening), at which time, the bids will be publicly opened and read aloud. Bids may not be faxed or e-mailed to the PCCA office.

BY AUTHORITY OF THE PORT COMMISSION

PORT OF CORPUS CHRISTI AUTHORITY

BY:

Frank C. Brogan, P.E., R.P.L.S.

Deputy Port Director
Engineering, Finance, and Administration

(Company Name)

### BID FOR THE

## PURCHASE OF [Insert purchase item(s)] PORT OF CORPUS CHRISTI AUTHORITY

Port Commissioners Port of Corpus Christi Authority P. O. Box 1541 Corpus Christi, TX 78403

### Gentlemen:

Pursuant to your Notice to Bidders for the purchase of [Insert purchase item(s)] and the General Terms and Conditions, Special Conditions, and specifications, which are incorporated herein, the undersigned Bidder submits the following Bid to furnish and deliver, FOB Corpus Christi, Texas, [Insert purchase item(s)] in accordance with these Contract Documents. The total Bid price will cover all costs, including profit and overhead, incurred in providing the material required under this Bid.

The manufacturer's specifications and rating of the material that the dealer proposes to furnish are attached hereto and made a part of the Bid.

A.	BID ITEM 1: Lump sum price for the purchase of (Insert purchase item).		
	Manufacturer		
	Model		
	Less Trade-in	\$	
	Total Base Bid for (Insert purchase item) (FOB Corpus Christi, Texas)	\$	
	Time of Delivery in Calendar Days*		
В.	BID ITEM 2: Lump sum price for the purch	nase of (Insert purchase item).	
	Manufacturer		
	Model		
	Less Trade-in	\$	
	Total Base Bid for (Insert purchase item) (FOB Corpus Christi, Texas)	\$	
	Time of Delivery in Calendar Days*	-	

<sup>\*</sup> From date of acceptance of bid.

(Company Name)	

### BID FOR THE

# PURCHASE OF [Insert purchase item(s)] PORT OF CORPUS CHRISTI AUTHORITY

C.	BID ITEM 3:	Lump sum price for the pr	urchase of (Insert purchase item).
	Manufacturer		
	Model		
	Less Trade-in		\$
	Total Base Bio	l for (Insert purchase item) Christi, Texas)	\$
	Time of Delive	ery in Calendar Days*	
The fo	llowing <u>minim</u> ı	<u>ım specifications</u> will appl	y to the [Insert purchase item(s)] furnished by Bidder:
		[Insert description of specific	ations for the purchase item(s)]
N.	leets Specs		Specifications
YES	NO		
YES	NO		
YES	МО		
YES	NO		
YES	NO		
YES	ИО		
YES	МО		
YES	МО		
YES	ИО		
YES	ИО		
YES	NO		
YES	NO		
-	-	ifications and rating of these to furnish, must accom	

\* From date of acceptance of bid.

Bid

2/4

(Company Name)

### BID FOR THE

## PURCHASE OF [Insert purchase item(s)] PORT OF CORPUS CHRISTI AUTHORITY

- D. The above price will include all labor, equipment, miscellaneous supplies, overhead, profit, insurance, and freight for furnishing the specified equipment.
- E. This is a lump sum purchase. Bidders must bid on all items except as otherwise specified in these Contract Documents.
- F. The bid price is subject to acceptance by PCCA for a period of sixty (60) calendar days from the scheduled closing date for receiving Bids.
- G. The following procedure will be utilized in resolving arithmetical and other discrepancies found in the Bid:
  - 1. Obviously misplaced decimal points will be corrected;
  - 2. Obvious errors in addition, subtraction, or multiplication will be corrected;
  - 3. Readily apparent errors in interpretation of various bid items will be corrected.
  - 4. Words will govern over numerals.
- H. For the purpose of bid evaluation, PCCA will proceed on the assumption that Bidder intends his Bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetical discrepancies as provided above, and the Bid will be so reflected on the bid tabulation.
- I. Any qualification or exception to the requirements of these Contract Documents may cause the Bid to be rejected.
- J. Bidder understands that PCCA reserves the right to reject any or all Bids and to waive any formalities or informalities in the bidding.
- K. Bidders are required to complete a Conflict of Interest Questionnaire (Form CIQ) and submit it with the Bid (see paragraph entitled "Conflict of Interest" in the Special Conditions) if Bidder has:
  - 1. Any employment or other business relationship with any employee of PCCA.
  - 2. Any employment or other business relationship with any relative of an employee of PCCA.
  - 3. Given any gifts or services of more than \$250 in aggregate value to any employee or relative of an employee of PCCA within the preceding 12-month period.
- L. The (Insert purchase item) will be delivered FOB (Insert delivery location), (Insert delivery address), Corpus Christi, Texas. Business hours are Monday through Friday from (Insert allowable delivery times). All freight charges must be included in the lump sum price.

(Company Name)

### BID FOR THE

### PURCHASE OF [Insert purchase item(s)] PORT OF CORPUS CHRISTI AUTHORITY

	ipt of the following addenda:	
Respectfully submitted,		
COMPANY		
ВҮ	(Signature)	
NAME		
TITLE		
ADDRESS		
COUNTY		
CONTACT		
PHONE		
FAX		
E-MAIL		
DATE		
Accepted Purchase Price:	\$	
PORT OF CORPUS CHR OF NUECES COUNTY,		
John P. LaRue Executive Director		
DATE:		
	Rid	

## CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity

FORM CIQ

For vendor or other person doing business with local governmental entity	!
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
Name of person who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the applater than the 7th business day after the date the originally filed questionnaire become	
Name of local government officer with whom filer has employment or business relationship	р.
Name of Officer	
This section (item 3 including subparts A, B, C & D) must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local Governipages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the filer of the questionnaire?	ncome, other than investment
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than invedirection of the local government officer named in this section AND the taxable income is governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity wi government officer serves as an officer or director, or holds an ownership of 10 percent or mo	
Yes No	
D. Describe each employment or business relationship with the local government officer nan	ned in this section.
4	
∸ı	
Signature of person doing business with the governmental entity	Date Date

### ALTERNATE SUBMITTAL PRE-QUALIFICATION FORM FOR THE PURCHASE OF [Insert purchase item(s)] PORT OF CORPUS CHRISTI AUTHORITY

MANUFACTURER	
MODEL NO.	
CURB WEIGHT	
M.S.R.P.	

The following minimum specifications will apply to the [Insert purchase item(s)] furnished by Bidder:

[Insert description of specifications for the purchase item(s)]

Mee	ts Specs	Specifications
YES	NO	
YES	МО	
YES	NO	
YES	МО	
YES	МО	
YES	ИО	
YES	Ю	
YES	ИО	
YES	NO	

Manufacturer's specifications and rating of the [Insert purchase item(s]), which Bidder proposes to furnish, must accompany this Bid.

### ALTERNATE SUBMITTAL PRE-QUALIFICATION FORM

## FOR THE PURCHASE OF [Insert purchase item(s)] PORT OF CORPUS CHRISTI AUTHORITY

COMPANY		
BY	(Signature)	
NAME		
TITLE		
COUNTY		
CONTACT		
PHONE		
FAX		
E-MAIL		
DATE		
bid opening. If appro-	est be completed and submitted to PCCA for review seved, this form must be submitted along with the Bid or purchase item) other than those specified or pre-qualified	at the time of the bid
******	(DO NOT WRITE BELOW THIS LINE) *****************	*******
Approved as Subm	nitted	☐ Not Approved
PORT OF CORPUS C	CHRISTI AUTHORITY	
BY:	(Signature)	
NAME:		
TITLE:		
DATE:		

# PORT OF CORPUS CHRISIT AUTHORITY GENERAL TERMS & CONDITIONS

#### **GENERAL TERMS & CONDITIONS**

- Acceptance of this order is expressly limited to the terms of this
  Purchase Order. Notwithstanding any acceptance or acknowledgment by
  Seller containing additional or different terms and conditions,
  performance by Seller pursuant to this Purchase Order will be deemed an
  acceptance of and agreement to the terms hereof without change or
  modification of such terms. Unless Buyer is promptly notified to the
  contrary, acceptance of this Purchase Order and the terms hereof is
  effective upon receipt of this Purchase Order by Seller.
- 2 Time is of the essence in the performance of this contract.
- Buyer has the right to specify the date of delivery; delivery will be made on the date and at the place specified herein. Unless otherwise agreed, the goods called for by this Purchase Order will be delivered in a single lot. Buyer may, at its option, charge Seller for expenses incurred for storage of goods delivered by Seller in advance of the delivery date specified herein. Seller will suitably pack, mark, and ship all goods in accordance with all requirements of common carrier or specific written instructions from Buyer. Seller will utilize the lowest cost transportation available, consistent with the nature of the goods and the delivery date. Shipment by alternate means or at premium rates must be authorized in writing by Buyer prior to shipment. No charges for packing, packaging materials, or drayage will be allowed unless expressly agreed in writing by Buyer. Delivery will not be complete until the goods are received, inspected or accepted by Buyer. Each shipment must be accompanied by a complete packing list, referencing the Purchase Order No. stated on the front hereof.
- 4 Notwithstanding any agreement to pay freight or shipping charges, and unless stated otherwise herein, title and risk of loss or damage will be Seller's until such goods are received, inspected or accepted by Buyer.
- 5 Buyer has the right to inspect the goods or services at the place of delivery and at any reasonable time before accepting or paying for them. Buyer is entitled to reject non-conforming goods or services. Any goods or services rejected by Buyer will be promptly repaired or replaced to Buyer's satisfaction at Seller's expense, including expenses of returning defective goods to Seller.
- 6 No substitutions of goods or services specified herein is allowed without the written consent of Buyer.
- Seller warrants that it has title to the goods sold hereunder, that said goods conform to all applicable descriptions, specifications, and samples and that they are merchantable. All goods sold hereunder must be of good quality and fit for the use intended and known purposes for which they are sold, and clear of all liens and encumbrances. These affirmations are in addition to any express warranty, representation or service guarantee given by Seller to Buyer or provided by law.
- Seller agrees to defend, protect, reimburse, indemnify and hold Buyer its agents, employees and Port Commissioners harmless and free at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any party hereto, any party acquiring an interest hereunder, any agent or employer of any party hereto or of any party acquiring an interest hereunder, any third party or any party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this Purchase Order or the performance or nonperformance or purported or attempted performance of the work or services, or breach of the terms hereof, and from and against all costs, reasonable attorney's fees, expense and liability incurred in or about any such claim or cause of action; provided, however, that Seller is not responsible for damages arising out of bodily injury or

- damage to property attributable to the sole negligence of Buyer, any of the agents, servants, or employees of Buyer.
- 9 Payment is contingent upon receipt, inspection or acceptance by Buyer of the goods or services specified herein, and the receipt by Buyer of an invoice itemizing the goods or services invoiced for payment and the payment terms stated in this Purchase Order including the Purchase Order No. Payment may be made by Buyer's check.
- 10 This contract can be modified only by a writing signed by both of the parties or their duly authorized agent.
- 11 This contract may be terminated by Buyer at any time, whether or not Seller is in default of any provision of this contract, upon ten (10) days written notice to Seller. Upon receipt of notice of termination, Seller will cease work or preparations in connection with the performance of this agreement. Buyer and Seller will agree upon the amount, if any, to be paid by Buyer to Seller, which, when added to any installments previously paid to Seller, represents compensation to Seller for the percentage or degree of performance of the work specified herein which was accomplished by Seller prior to termination, but in no case will the total of such compensation be more than one-third (1/3rd) of the total purchase price for the goods or services stated on this Purchase Order. The sum of up to 1/3 of the purchase price shall constitute liquidated damages, and shall be the exclusive remedy of the Seller where notice of termination is properly given. The liquidated damages are assessed to cover Seller's usual costs of processing this contract, including his payment of salesman's commission, keeping of records, and profit.
- 12 Neither this contract nor any rights or claim against Buyer arising directly or indirectly out of or in connection with this contract may be assigned by Seller without Buyer's written consent.
- 13 Upon acceptance, Buyer is vested with all rights of ownership in and to all goods or services purchased hereunder.
- 14 If performance by either Buyer or Seller of any obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by either party and beyond the control of either party, whether by an act of God, or the result of war, fire, explosion, civil commotion, or acts of the sovereign, such performance will be suspended for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- 15 The rights and remedies of Buyer hereunder in the event of default are cumulative, and the exercise thereof will be without prejudice to the enforcement of any other right or remedy authorized by law or by this contract
- 16 This contract is governed by and construed in accordance with the laws of the state of Texas including the Uniform Commercial Code in effect in the State of Texas on the date of this Purchase Order.
- 17 During the performance of this contract, Seller agrees to comply with all applicable Federal, State or Local laws or regulations including but not limited to those Federal, State or Local laws or regulations copies of which Buyer has on file in the office of the Chief Financial Officer of Buyer. Buyer will make its copies of the laws or regulations it has on file available for inspection or copying by Seller upon a reasonable request to do so by Seller during Buyer's usual working hours on Monday through Friday.
- 18 The parties agree that this contract sets forth their entire agreement, any agreement made prior to this contract is merged into this contract, and it supersedes all prior agreements, whether written or oral.

END

## **SPECIAL CONDITIONS**

### SPECIAL CONDITIONS

These Special Conditions apply to all (Insert purchase item) of any and every kind described in the detailed specifications, as a whole, as well as the separate items thereof.

1. DEFINITIONS: Whenever the following terms are used in the specifications, the meaning will be as follows:

<u>PCCA</u>: Port of Corpus Christi Authority of Nueces County, Texas.

Bidder: The party or parties who undertake to furnish the [Insert purchase item(s)] in accordance

with the Contract Documents.

- 2. CONTRACT DOCUMENTS: The Notice to Bidders, General Terms and Conditions, Special Conditions, Bid, Agreement, and Specifications constitute the Contract Documents and are intended to be cooperative and must be construed jointly.
- 3. ADDENDA. Any bidder who is in doubt as to the meaning of any part of the Contract Documents must submit a written request to the PCCA for an interpretation of the part of the Contract Documents in question. The written request must be submitted early enough so that it will be received by PCCA at least four (4) working days prior to the date that Bids are to be received.

Written requests for information received less than four (4) working days before the time set for receiving Bids will not be considered unless PCCA determines an emergency exists; in which case, facsimile or e-mail transmissions or overnight express delivery interpreting the Contract Documents will be sent to the bidders.

Any addendum to the Contract Documents may modify or otherwise change the meaning or purpose of any part of the Contract Documents. Such addenda will be incorporated in and become a part of the Contract Documents, and Bidder will acknowledge receipt of same in his Bid.

4. BID EXCEPTIONS, DEVIATIONS, OR QUALIFIED BIDS. When submitting the Bid, Bidder must not qualify his Bid, take exception to, or deviate from the requirements of the Contract Documents. Any such action on the part of Bidder may result in the Bid being considered non-responsive or not in the best interest of PCCA. Once submitted, Bidder may not change his Bid in any way. If Bidder desires a change in the requirements of the Contract Documents, he must submit a request for an addendum before Bids are due as outlined in paragraph 3, "Addenda," of these Special Conditions. Bidder should explain the changes requested and the reasons therefor.

5. CONFLICT OF INTEREST. If you (Vendor) contract with or seek to contract with PCCA for the sale or purchase of property, goods, or services, or if you are an agent (Agent) for a Vendor, you must file a completed Form CIQ with PCCA's Records Administrator in accordance with Chapter 176 of the Texas Local Government Code a. Chapter 176 requires a Vendor or Agent under the circumstances described above to disclose affiliation or business relationships that might cause a conflict of interest.

If you are required to file Form CIQ with PCCA's Records Administrator but fail to do so, this contract is voidable.

Form CIQ can be obtained at the following web address:

### www.portccopportunities.com/notice2vendors.htm.

- 6. BID PROTEST PROCEDURE. In the event that a Bidder wishes to protest the award of a contract by PCCA, the following procedure must be followed. The Bidder wishing to protest the award must submit a written Notice of Intent to Protest. In this protest, Bidder must state the reason for the protest and state all reasons why the award should not be approved. This written notice must be addressed to Greg Brubeck, P.E., Director of Engineering Services, Port of Corpus Christi Authority, P.O. Box 1541, Corpus Christi, Texas 78403, and received at least seven (7) days prior to the date of the meeting of the Port Commission at which award of the contract is scheduled to take place. Bidders failing to submit a protest as specified above may not be afforded an opportunity to speak before the Port Commission relative to award of the contract.
- 7. EQUIPMENT: All equipment furnished by Bidder under these specifications must be new and not previously used.
- 8. TIME OF DELIVERY: Each Bid must state the number of calendar days from the date of PCCA's Notice to Proceed that Bidder will be required to make ready and deliver the (Insert purchase item) to the PCCA at (Insert delivery address), Corpus Christi, Texas.

(Insert any liquidated damages and/or early delivery compensation.)

- 9. EXTENSION OF TIME: Extension of time for delivery of the (Insert purchase item) beyond that set forth in the Bid may be granted by PCCA, but such extension of time must be specifically agreed to in writing by PCCA and will not be implied from any cause or under any circumstance. Extension of time may be granted for reasons or causes beyond the control of Bidder, such as acts of God, unusual storms, fire (not the result of negligence), unavoidable accidents, strikes, etc. Bidder will at once notify PCCA in writing of any such occurrence so that PCCA may be fully informed when delivery may be expected. However, in the event of extended delays for whatever reasons, PCCA reserves the right to cancel this contract.
- 10. AWARD OF CONTRACT: It is anticipated this contract will be awarded at the PCCA commission meeting on (Insert commission meeting date).

PCCA reserves the right to reject any and all Bids received, to waive any formalities or informalities in any Bid, and to accept any alternate or combination of alternates that is considered by PCCA to be in its best interest.

If a Bid is accepted by PCCA, a written Notice of Award of Contract letter will be issued to Bidder. This letter will indicate the terms of the Bid which were accepted (*i.e.*, base bid and any alternate, additive, and/or deductive bid items) and specify the documents that need to be submitted and executed by Bidder within fourteen (14) calendar days (see Bid). This letter is not to be confused with the Notice to Proceed as described elsewhere in the Special Conditions.

- 11. NOTICE TO PROCEED. Bidder will not order any equipment or incur any expense until a written Notice to Proceed has been issued by PCCA for the purchase of the (Insert purchase item). The date of the Notice to Proceed will mark the beginning for the Time of Delivery. The Notice to Proceed will identify the maximum duration of the delivery period which will be not more than that identified in the Bid. No other notice, whether verbal or written, will be interpreted as authorizing Bidder to order the (Insert purchase item) and incur costs. This Notice to Proceed is not to be confused with the Notice of Award of Contract as described elsewhere in the Special Conditions.
- 12. PAYMENT: No partial payments will be made. The (Insert purchase item) will be paid for in its entirety upon delivery and final acceptance by PCCA. PCCA will, within 20 days after acceptance of the (Insert purchase item), make payment in full at the accepted price shown in the Bid.
- 13. INFRINGEMENT OF PATENT: Bidder and/or manufacturer are responsible for all claims made against PCCA for any patent infringement or any article or process used by the manufacturer. Bidder and/or manufacturer will save and hold PCCA harmless from all costs, expenses, and damages which the PCCA may be obliged to pay by reason of any such infringement.

End of Special Conditions

### AGREEMENT FOR THE

(Insert project title)

### PORT OF CORPUS CHRISTI AUTHORITY

The Item(s) to be purchased under this contract will be delivered within
( ) (Insert number of days to deliver the purchase item(s)—first in words, then numbers) calendar days of the
Notice to Proceed.
III
The Purchaser will pay the Seller for the purchase/manufacture and delivery of the Item(s) in current funds and in the manner and amounts as provided in the Special Conditions and Bid, with final payment and acceptance of the work to be made pursuant to the provisions of the Contract Documents.
IV
The Director of Engineering Services for the Port of Corpus Christi Authority, or his duly authorized representative, is designated as the Engineer representing the Purchaser during the purchase/manufacture and delivery of the Item(s) by the Seller.
V
This Agreement, together with the Contract Documents described in Paragraph I above, form the contract between the parties, and each of the other Contract Documents are as fully a part of this Agreement as if attached hereto or repeated herein.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on the day and year first written above.
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS:
John P. LaRue
Executive Director
DATE:

## AGREEMENT FOR THE (Insert project title)

### PORT OF CORPUS CHRISTI AUTHORITY

SELLER:			(Seal if bid is by a corporation)
	(Company Name)		
BY:			
	(Signature)		
NAME:			
TITLE:			
ADDRESS:			(For all official correspondence)
COUNTY:			
CONTACT PERSON:_			
PHONE NO.:			
FAX NO.:			
E-MAIL:	_		
DATE:		-	
ATTEST:			

## Exhibit No. 6

Typical PCCA
Drawing Title / Index Sheet

TITLE SHEET-CC BASIN



# CONSTRUCTION DRAWINGS FOR EQUIPMENT WASH-DOWN FACILITY

PROJECT TITLE ISSUED
TO CONSULTANTS BY PCCA

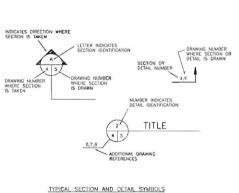
PORT OF CORPUS CHRISTI AUTHORITY

CORPUS CHRISTI, TEXAS
BY AUTHORITY OF THE PORT COMMISSIONERS
JOHN P. LaRUE, EXECUTIVE DIRECTOR

DRAWING INDEX

DWG. #

SHEET TITLE



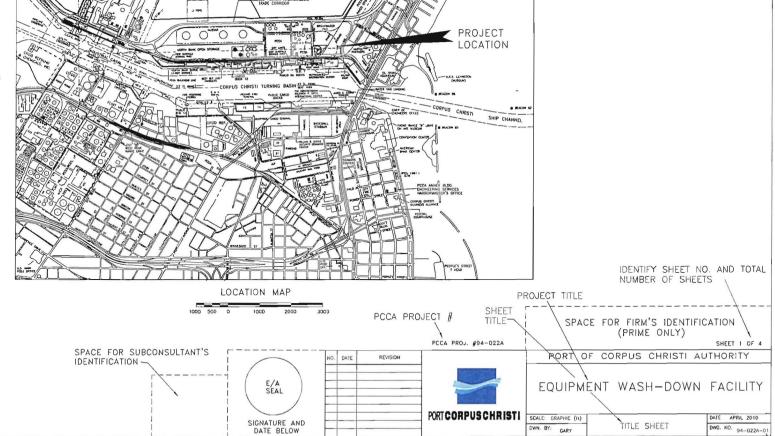


Exhibit No. 7

Typical PCCA Drawing Sheet

IDENTIFY SHEET NO. AND TOTAL NUMBER OF SHEETS PROJECT TITLE PCCA PROJECT # SHEET TITLE SPACE FOR FIRM'S IDENTIFICATION (PRIME ONLY) PCCA PROJ. #94-022A SHEET 2 OF 4 SPACE FOR SUBCONSULTANT'S IDENTIFICATION — PORT OF CORPUS CHRISTI AUTHORITY NO. DATE E/A SEAL EQUIPMENT WASH-DOWN FACILITY PORT CORPUS CHRISTI SCALE: 1"-40" DATE: APRIL 2010 SIGNATURE AND DATE BELOW SITE PLAN DWG. NO. 94-022A-02 DWN. BY: GARY

Exhibit No. 8

PCCA Referencing System

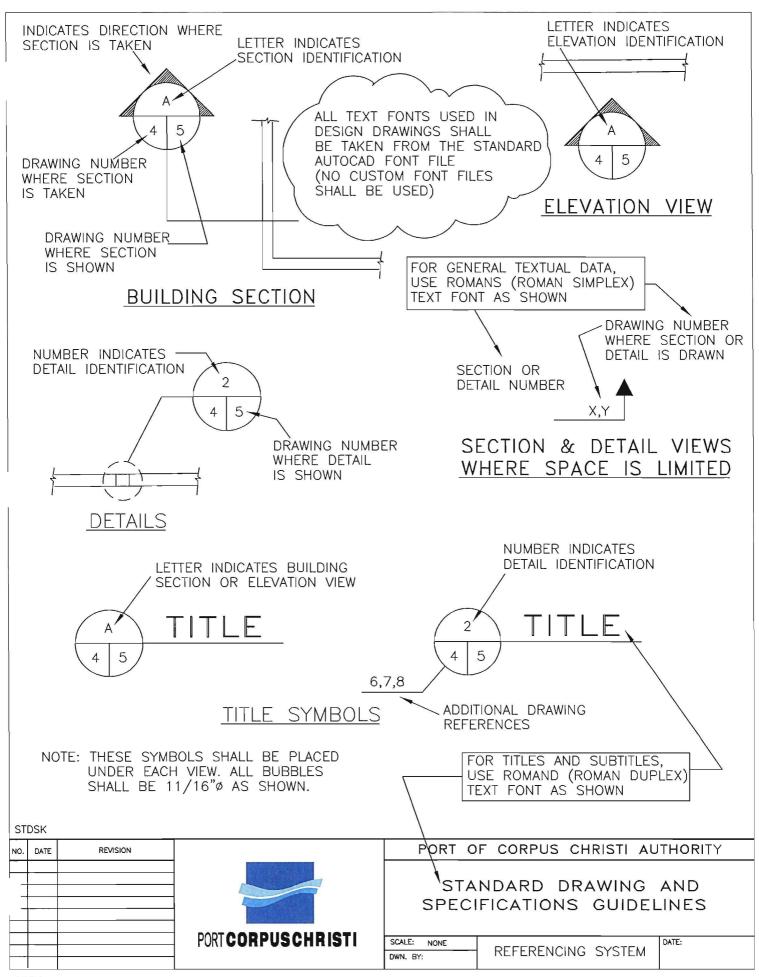


Exhibit No. 9

**Survey Control Points** 

# PORT OF CORPUS CHRISTI AUTHORITY MONUMENTS HORIZONTAL CONTROL TEXAS STATE PLANE N A D 83 ZONE 4205

AREA 1			
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION
			1000
THD 1	1341323.94	17185493.65	FOUND IN GOOD CONDITION
THD 2	1340783.95	17184862.40	FOUND IN GOOD CONDITION
THD 3	1340757.90	17184792.45	FOUND IN GOOD CONDITION
THD 4	1340641.46	17184411.99	FOUND IN GOOD CONDITION
CD 1	1341083.09	17185506.77	FOUND IN GOOD CONDITION
NCND 2	1341196.77	17185294.13	FOUND IN GOOD CONDITION
CD 13	1338956.58	17185345.64	FOUND IN GOOD CONDITION
CD 15	1337308.94	17185472.73	FOUND IN GOOD CONDITION
MOBIL	1336989.71	17185103.25	FOUND IN GOOD CONDITION
SCALE		DESTRO	OYED
TANK	1339367.78	17185085.68	FOUND IN GOOD CONDITION
OUTFALL	1338004.35	17184696.22	FOUND IN GOOD CONDITION
MH 1	1339949.70	17184436.52	FOUND IN GOOD CONDITION
MH 2	1338850.11	17183925.78	FOUND IN GOOD CONDITION
MH 4	1339984.81	17183984.73	FOUND IN GOOD CONDITION
MH 5	1338840.10	17184334.80	FOUND IN GOOD CONDITION
MH 6	1338394.27	17184324.35	FOUND IN GOOD CONDITION
MH 7	1338295.39	17184400.59	FOUND IN GOOD CONDITION
MH 8	1338046.02	17184389.17	FOUND IN GOOD CONDITION
MH 10	1338222.84	17185215.44	FOUND IN GOOD CONDITION
MH 11	1337362.78	17185144.49	FOUND IN GOOD CONDITION
MH 12	1338811.70	17183739.00	FOUND IN GOOD CONDITION
MH 13	1338887.71	17183352.15	FOUND IN GOOD CONDITION
MH 14	1338955.29	17183043.48	FOUND IN GOOD CONDITION
MH 15	NOT FOUND		
MH 16	1340359.55	17183350.13	FOUND IN GOOD CONDITION
MH 17	1339387.40	17184423.70	FOUND IN GOOD CONDITION
SL 130	1336833.81	17183145.61	FOUND IN GOOD CONDITION
AL	1339425.60	17183528.42	FOUND IN GOOD CONDITION
COMPRESS	1340570.11	17185138.71	FOUND IN GOOD CONDITION
CD 14	1338248.22	17185252.81	FOUND IN GOOD CONDITION
CD 8	1339110.96	17185346.38	FOUND IN GOOD CONDITION
CD 4-5	1339759.52	17185301.53	FOUND IN GOOD CONDITION
TRANSFER	1339402.16	17185152.05	FOUND IN GOOD CONDITION
GH TOW	1337223.71	17185080.49	FOUND IN GOOD CONDITION
OD 12	1335821.15	. 17185311.61	FOUND IN GOOD CONDITION
THD BRASS	. 1340785.67	17184116.51	FOUND IN GOOD CONDITION
DISK			



# PORT OF CORPUS CHRISTI AUTHORITY MONUMENTS HORIZONTAL CONTROL TEXAS STATE PLANE N A D 83 ZONE 4205

AREA 2					
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION		
CD 9	1341285.79	17186098.35	FOUND IN GOOD CONDITION		
RORO	1340818.86	17186727.67	FOUND IN GOOD CONDITION		
D-10E	1340762.53	17186592.81	FOUND IN GOOD CONDITION		
D-10W	1340117.97	17186578.17	FOUND IN GOOD CONDITION		
OD1- E	1339513.77	17186558.36	FOUND IN GOOD CONDITION		
OD1-W	1339232.19	17186552.24	FOUND IN GOOD CONDITION		
OD-2	1338780.39	17186789.55	FOUND IN GOOD CONDITION		
SUNTIDE	1338249.76	17187125.95	FOUND IN GOOD CONDITION		
CD12-1	1337853.87	17186637.04	FOUND IN GOOD CONDITION		
CD12-2	1337181.37	17186658.03	FOUND IN GOOD CONDITION		
ENTER-1	1340391.32	17186993.34	FOUND IN GOOD CONDITION		
ENTER-2	1340709.05	17187295.93	FOUND IN GOOD CONDITION		
SIGMOR	1339722.61	17188041.57	FOUND IN GOOD CONDITION		
CPL #11	1340927.90	17186926.46	FOUND IN GOOD CONDITION		
CPL #12	1341295.45	17186605.18	FOUND IN GOOD CONDITION		
SITE 5	1341559.09	17188398.71	FOUND IN GOOD CONDITION		
ENTER 3	1340315.41	17186990.11	FOUND IN GOOD CONDITION		
TEXACO	1339783.94	17187551.61	FOUND IN GOOD CONDITION		
SIGMOR	1338254.12	17187682.28	FOUND IN GOOD CONDITION		
NB 3	1337207.16	17187006.68	FOUND IN GOOD CONDITION		
NB 4	1338199.69	17187396.28	FOUND IN GOOD CONDITION		
	AREA 3				
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION		
BRASS	1333816.28	17187471.28	FOUND IN GOOD CONDITION		
PLATE	1333610.26	17 10747 1.20	FOUND IN GOOD CONDITION		
DISP-1	1334785.29	17188153.26	FOUND IN GOOD CONDITION		
1175+53.4	1334826.86	17186829.49	FOUND IN GOOD CONDITION		
CCPE-1	1333453.33	17187323.62	FOUND IN GOOD CONDITION		
TRUCK	1333311.08	17187529.97	FOUND IN GOOD CONDITION		
MANHOLE	1334227.46	17187403.58	FOUND IN GOOD CONDITION		
NB 2	1335780.61	17186904.88	FOUND IN GOOD CONDITION		
NB 1	1335278.54	17187560.48	FOUND IN GOOD CONDITION		
DISP 2	1334249.30	17186963.79	FOUND IN GOOD CONDITION		



# PORT OF CORPUS CHRISTI AUTHORITY MONUMENTS HORIZONTAL CONTROL TEXAS STATE PLANE N A D 83 ZONE 4205

TEXAS STATE PLANE N A D 83 ZONE 4205					
AREA 4					
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION		
\$ B					
CCPE-2	1332469.32	17187657.38	FOUND IN GOOD CONDITION		
CCPE-3	1332050.14	17187714.68	FOUND IN GOOD CONDITION		
CCPE-4	1332229.11	17188016.98	FOUND IN GOOD CONDITION		
CCPE-5	1331658.00	17188099.73	FOUND IN GOOD CONDITION		
	AREA 5				
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION		
1215 + 00	1331306.75	17188638.40	FOUND IN GOOD CONDITION		
1234 + 00			FOUND IN GOOD CONDITION		
CELL-A	1329563.37	17189953.83	FOUND IN GOOD CONDITION		
CCTA	1324574.58	17190273.52	FOUND IN GOOD CONDITION		
BAROID	1329855.24	17189416.14	FOUND IN GOOD CONDITION		
JAY	1326445.39	17190104.19	FOUND IN GOOD CONDITION		
	AREA 5 (Cont'd.)				
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION		
CHEMICAL	1327661.42	17190142.71	FOUND IN GOOD CONDITION		
FRONT					
CHEMICAL	1329349.69	17190892.32	FOUND IN GOOD CONDITION		
REAR					
CSCC-3	1329579.34	17189597.22	FOUND IN GOOD CONDITION		
CSCC-4	1329512.56	17189671.71	FOUND IN GOOD CONDITION		
CELL B	1326447.17	17190626.60	FOUND IN GOOD CONDITION		
		AREA 6			
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION		
4X4 HUB	1328720.68	17188546.01	FOUND IN GOOD CONDITION		
AP-1	1329332.02	17188687.77	FOUND IN GOOD CONDITION		
AP-2	1328909.33	17188898.46	FOUND IN GOOD CONDITION		
AP-3	1328555.39	17189010.17	FOUND IN GOOD CONDITION		
AP-4	1327744.01	17189195.17	FOUND IN GOOD CONDITION		
AP-5	1326883.05	17189225.37	FOUND IN GOOD CONDITION		
PPG		NOT FO			
CSCC #1	NOT FOUND				
CSCC #2	1328717.42	17188908.23			
REAR RANGE	1328509.30	17188909.17			



# PORT OF CORPUS CHRISTI AUTHORITY MONUMENTS HORIZONTAL CONTROL

### **TEXAS STATE PLANE N A D 83 ZONE 4205**

-					
LIGHT					
FRONT	1329205.20	17188609.00	FOUND IN GOOD CONDITION		
RANGE					
LIGHT		74			
	AREA 7				
NAME	EASTING (X)	NORTHING (Y)			
MANHOLE	1322673.77	17187418.75	FOUND IN GOOD CONDITION		
(PRIMARY)		W			
PPG MON	1322997.16	17185601.93	FOUND IN GOOD CONDITION		
#516					
PPG MON	1322803.92	17187317.66	FOUND IN GOOD CONDITION		
#517					
PPG MON	1322969.61	17185845.66	FOUND IN GOOD CONDITION		
#518					
PPG MON	1323301.91	17185652.17	FOUND IN GOOD CONDITION		
#519					
RANGE C	1322888.84	17186232.64	FOUND IN GOOD CONDITION		
REAR					
RANGE C	1322375.67	17186344.36	FOUND IN GOOD CONDITION		
FRONT					
		AREA 8			
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION		
	4000000 50	4740000004	SOUND IN COOR CONDITION		
LIFT	1322328.59	17188229.61	FOUND IN GOOD CONDITION		
TUT	1320361.54	17187631.30	FOUND IN GOOD CONDITION		
C. O. E.	4040504.00	NOT FO			
BD1-2	1319594.89	17187575.88	FOUND IN GOOD CONDITION		
SLURRY	1319288.37	17187974.93	FOUND IN GOOD CONDITION		
BD2-1	1318969.26	17187469.84	FOUND IN GOOD CONDITION		
550.0	4040000 40	47407700 70	FOUND IN COOR CONDITION		
BD2-2	1318239.46	17187726.70	FOUND IN GOOD CONDITION		
CC17	1318278.37	17188166.57	FOUND IN GOOD CONDITION		
TORCH	1316116.52	17188481.49	FOUND IN GOOD CONDITION		
HEADWALL	1316598.43	17189554.97	FOUND IN GOOD CONDITION		
1		NOT ==	IND		
HEADWALL		NOT FO	שמים		
2	4247062.00	17100002 52	EQUIND IN COOR CONDITION		
HEADWALL	1317863.22	17188093.53	FOUND IN GOOD CONDITION		
3 SPUR B	1220056 27	17100247 04	FOUND IN GOOD CONDITION		
	1320856.27	17189317.81	FOUND IN GOOD CONDITION		
LOOPRAIL	1322069.78	17189417.54			
DITCH	1316459.85	17188367.49	FOUND IN GOOD CONDITION		



# PORT OF CORPUS CHRISTI AUTHORITY MONUMENTS HORIZONTAL CONTROL

	TEXAS STA	TEPLANENAD 8	3 ZONE 4205	
BT-STOP				
CCTA	1324574.58	17190273.52	FOUND IN GOOD CONDITION	
FULTON	1322590.06	17189792.62	FOUND IN GOOD CONDITION	
RR YARD	1322780.27	17189509.30	FOUND IN GOOD CONDITION	
		AREA 9		
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION	
CELL-C	1313068.70	17189533.96	FOUND IN GOOD CONDITION	
DRISCOLL	1308111.41	17192935.64	FOUND IN GOOD CONDITION	
<b>VIOLA 1933</b>	1310312.77	17193136.32	FOUND IN GOOD CONDITION	
		AREA 10		
N14.55	FACTING (V)		DESCRIPTION	
NAME	EASTING (X)	NORTHING (Y)	DESCRIPTION	
TULE 1	1306641.85	17187735.96	FOUND IN GOOD CONDITION	
TULE 2	1302715.55	17189368.65	FOUND IN GOOD CONDITION	
COE "DRIS"	13027 13.33	NOT FO	The state of the s	
COL DINIO	18	10110	OND	
		AREA 11		
NAME	EASTING (X)	NORTHING (Y)	DECODIDEION	
	LASTING ( X )	NORTHING ( )	DESCRIPTION	
46-A	1298949.66	17196843.04	FOUND IN GOOD CONDITION	
46-A VA-1	1298949.66 1300765.99	17196843.04 17196125.05	FOUND IN GOOD CONDITION FOUND IN GOOD CONDITION	
46-A VA-1 VA-2	1298949.66 1300765.99 1300236.82	17196843.04 17196125.05 17196249.59	FOUND IN GOOD CONDITION FOUND IN GOOD CONDITION FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3	1298949.66 1300765.99 1300236.82 1299734.17	17196843.04 17196125.05 17196249.59 17196431.72	FOUND IN GOOD CONDITION FOUND IN GOOD CONDITION FOUND IN GOOD CONDITION FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR RANGE	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR RANGE H-FRONT	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR RANGE H-FRONT RANGE	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44 1301324.35	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34 17197515.08	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR RANGE H-FRONT RANGE H-REAR	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR RANGE H-FRONT RANGE	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44 1301324.35	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34 17197515.08	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR RANGE H-FRONT RANGE H-REAR	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44 1301324.35	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34 17197515.08	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR RANGE H-FRONT RANGE H-REAR RANGE	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44 1301324.35 1299213.24 1297684.29	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34 17197515.08 1719798.81 AREA 13	FOUND IN GOOD CONDITION	
46-A VA-1 VA-2 VA-3 VA-4 VA-5 COE 1987 COE 1561+50 G-REAR RANGE H-FRONT RANGE H-REAR	1298949.66 1300765.99 1300236.82 1299734.17 1299491.89 1299718.57 1299099.01 1300270.44 1301324.35	17196843.04 17196125.05 17196249.59 17196431.72 17196498.96 17196903.52 17197538.08 17197596.34 17197515.08 17196938.86 17197298.81	FOUND IN GOOD CONDITION	

17191517.31



1342594.57

COE

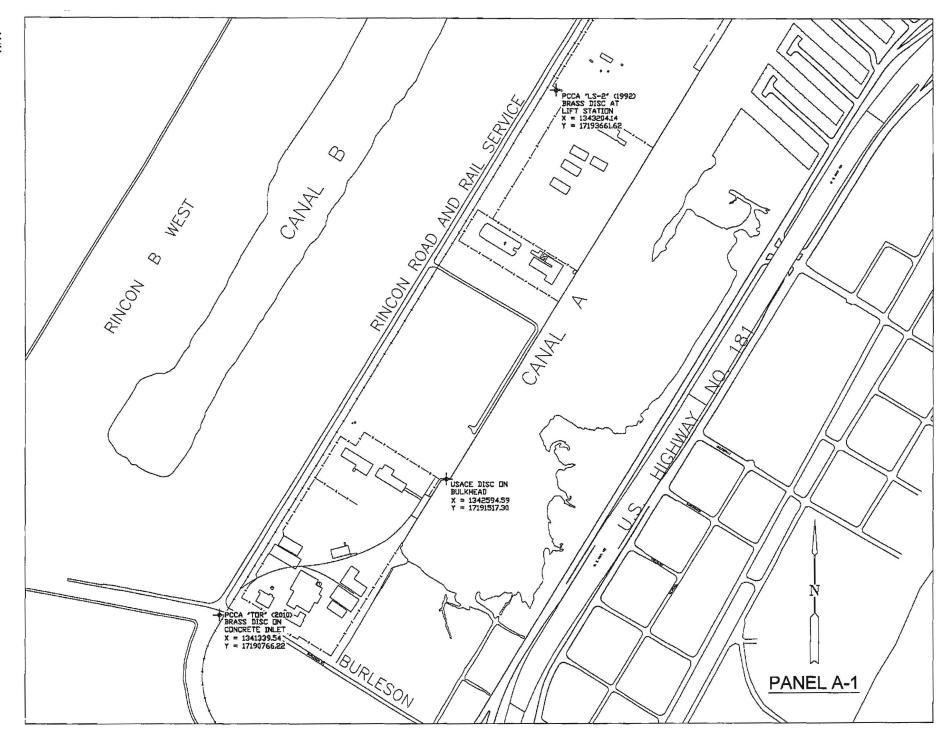
FOUND IN GOOD CONDITION

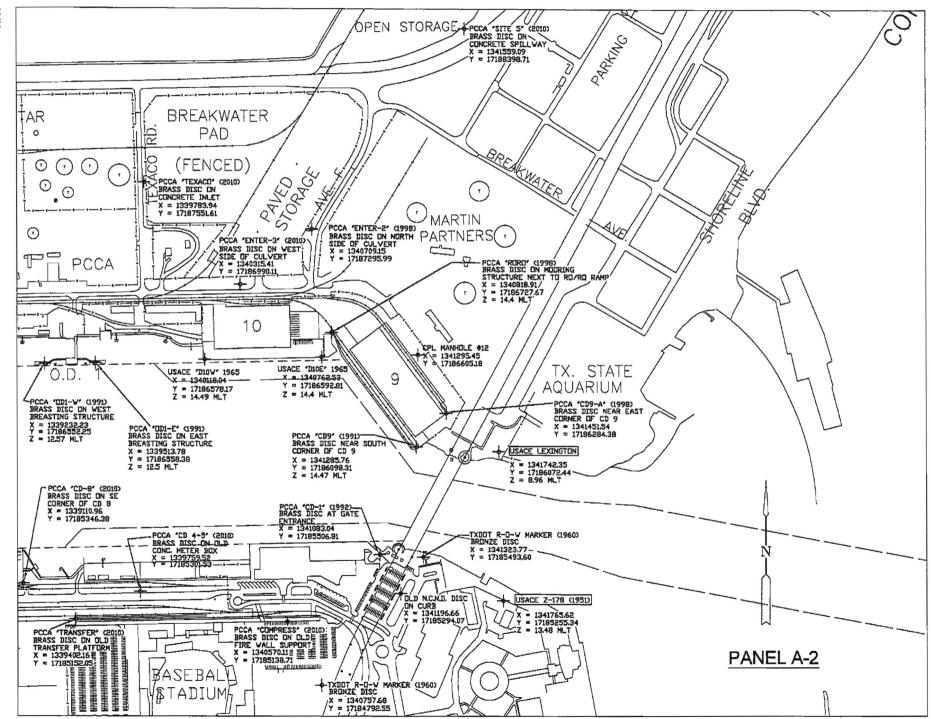
## PORT OF CORPUS CHRISTI AUTHORITY MONUMENTS HORIZONTAL CONTROL

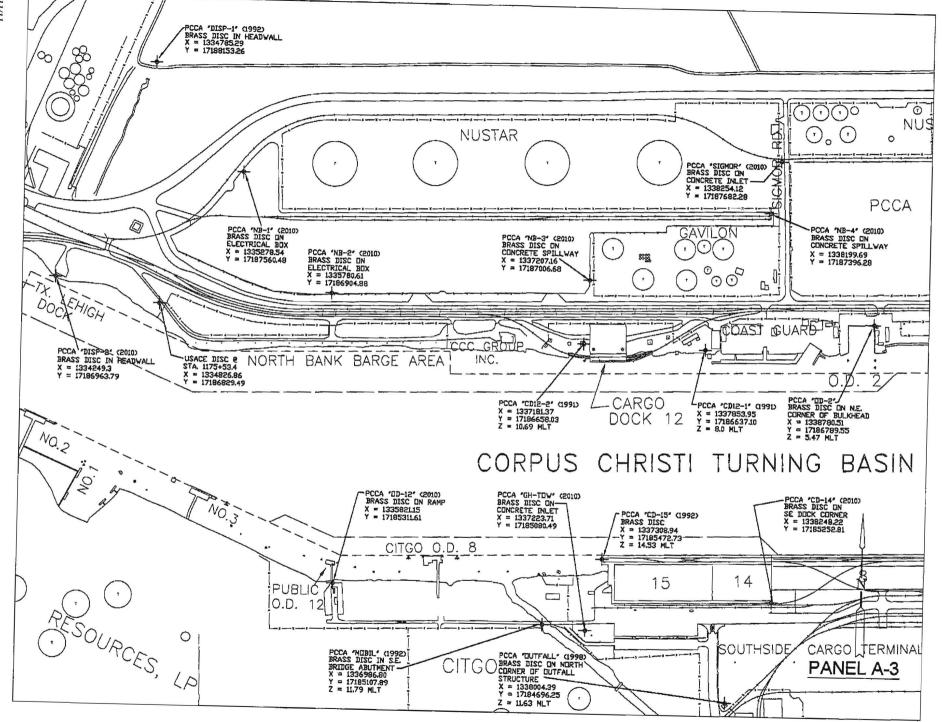
### **TEXAS STATE PLANE N A D 83 ZONE 4205**

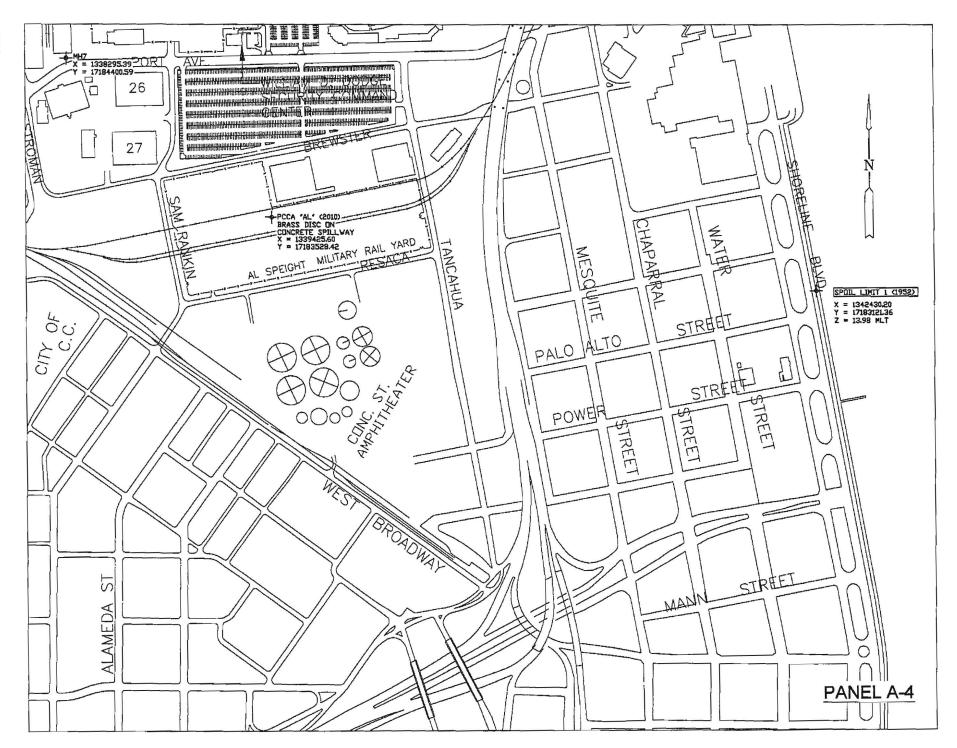
LS 2	1343204.37	17193661.59	FOUND IN GOOD CONDITION	
CAN-A	NOT FOUND			
BALDT	1344563.40	17194730.48	FOUND IN GOOD CONDITION	
TOR	1341339.54	17190766.22	FOUND IN GOOD CONDITION	

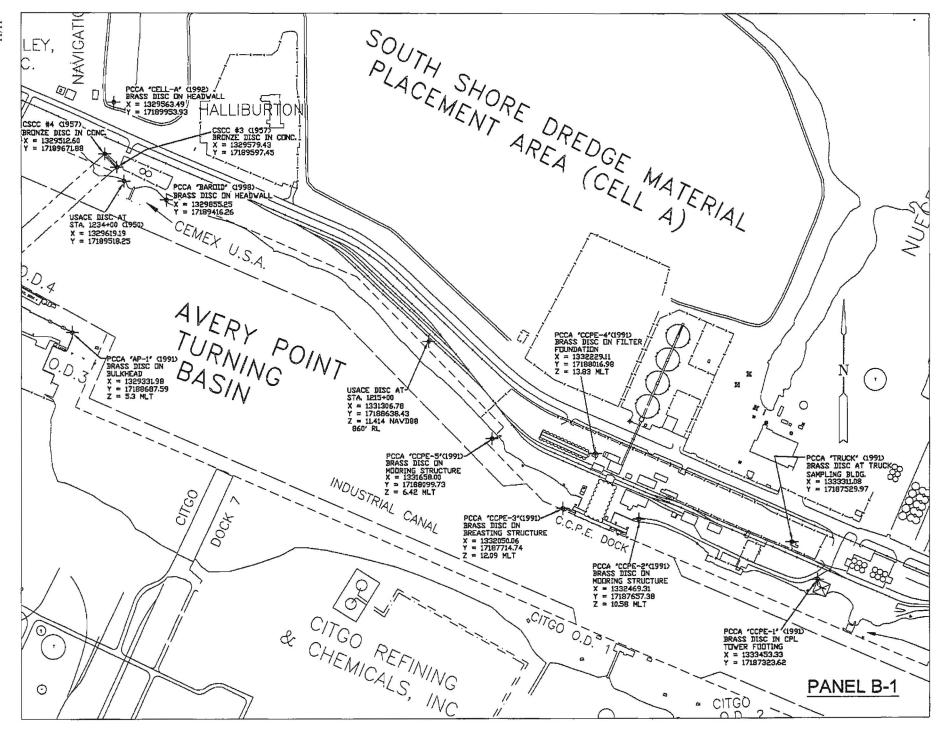


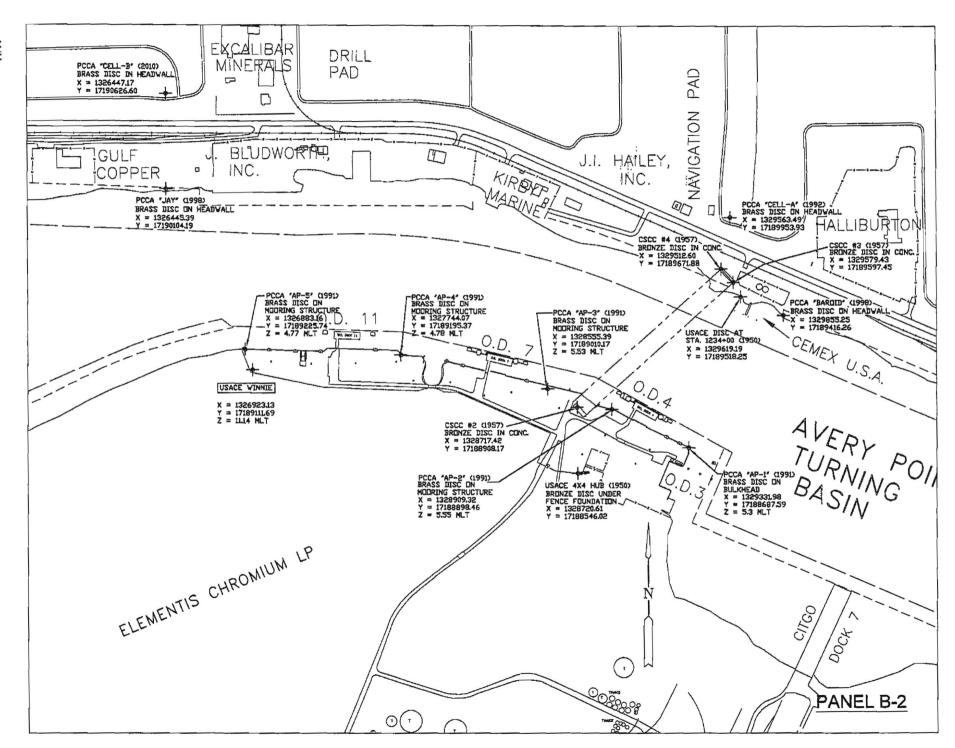


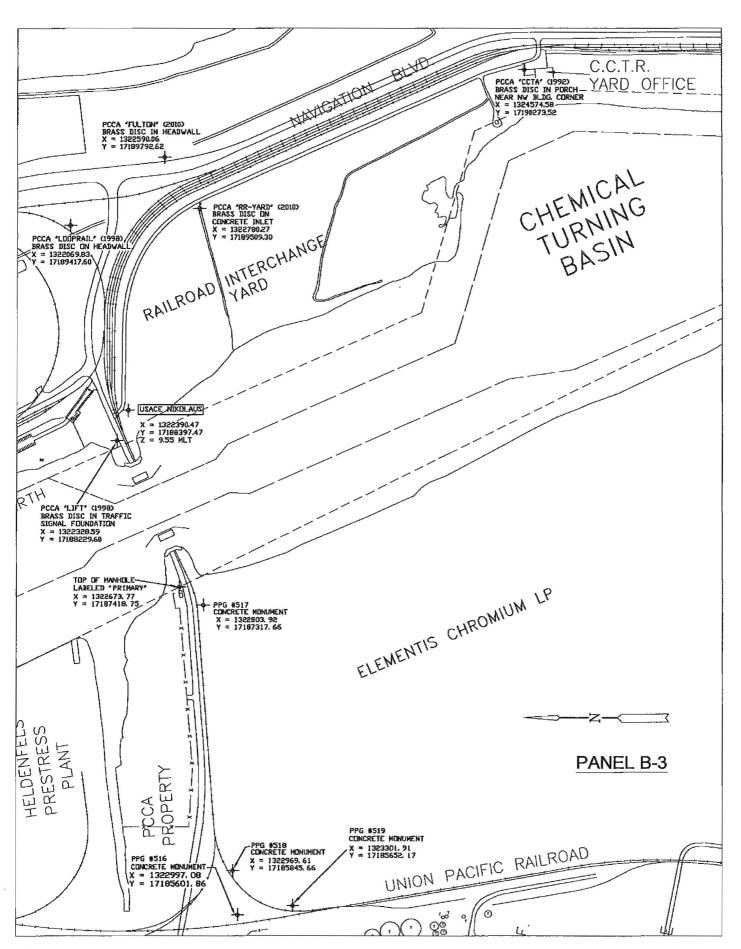


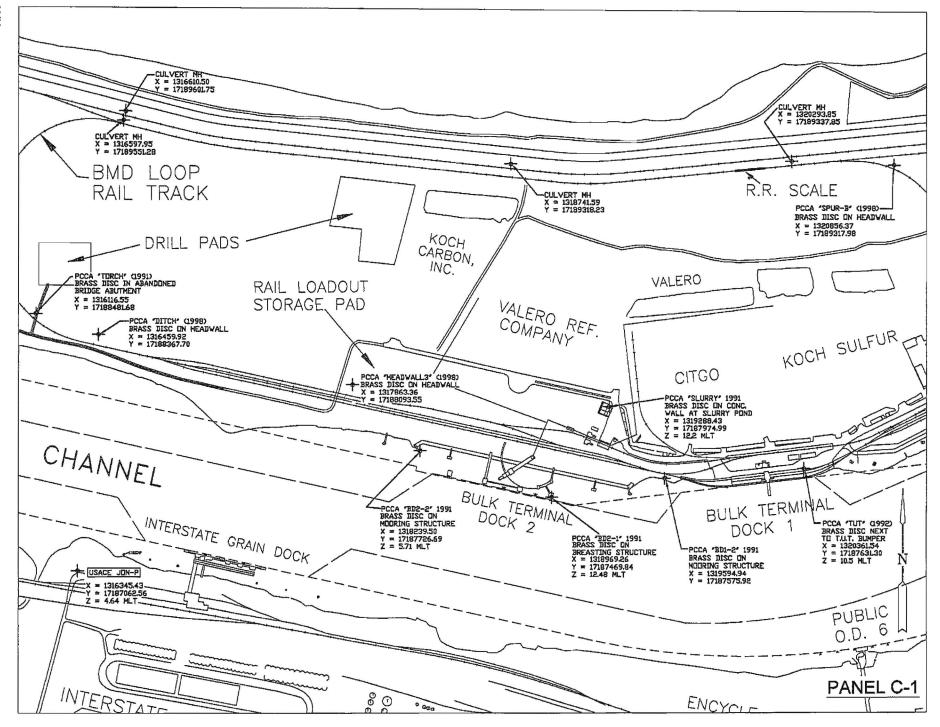


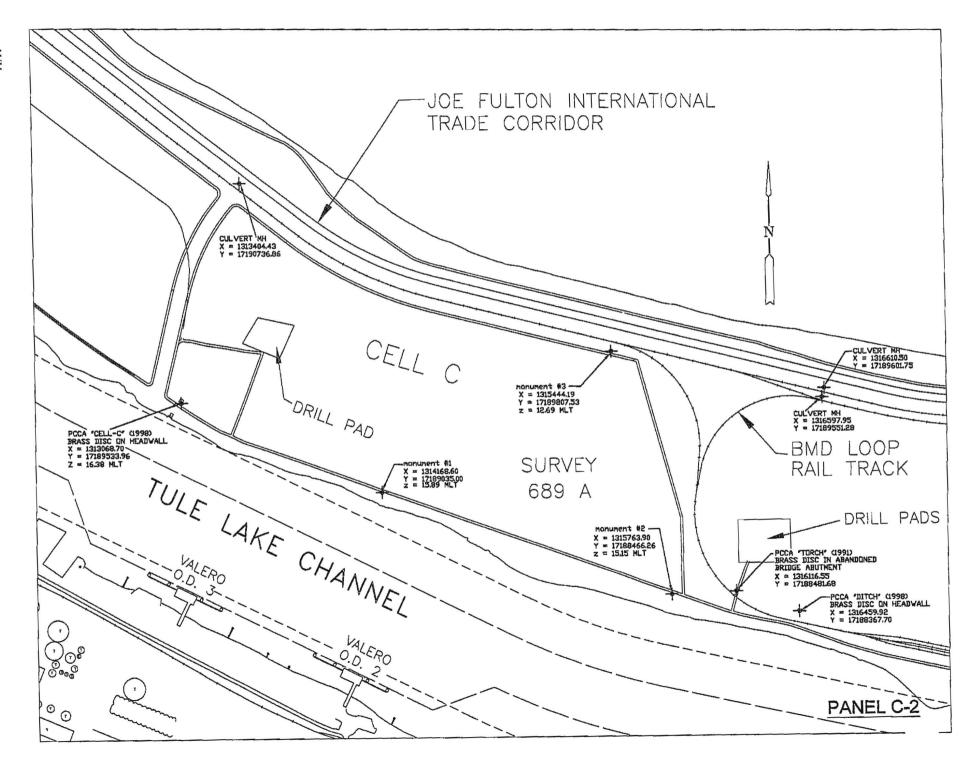


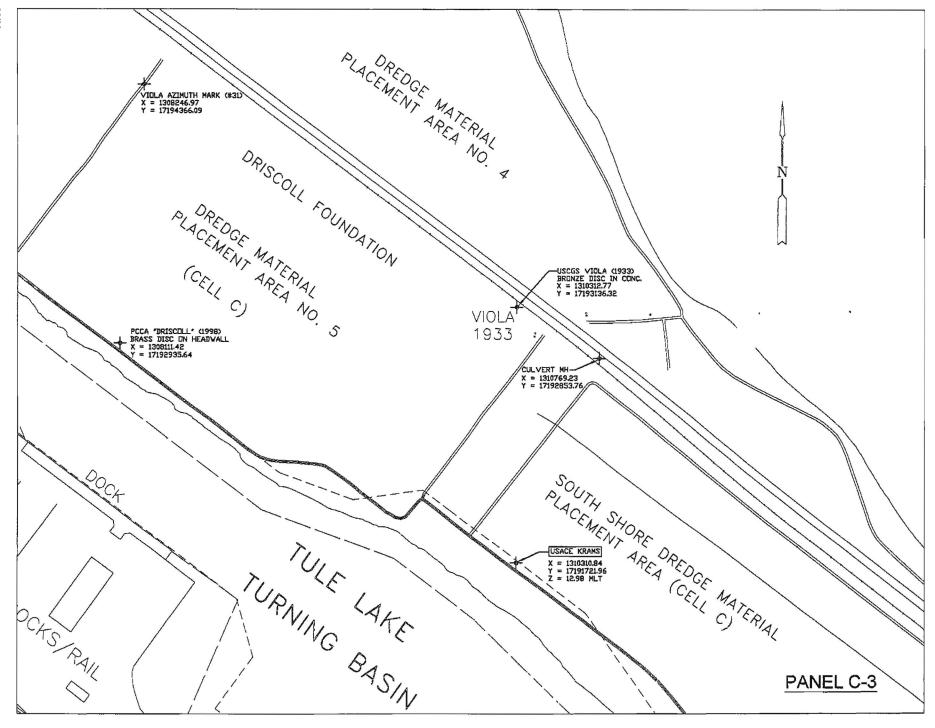


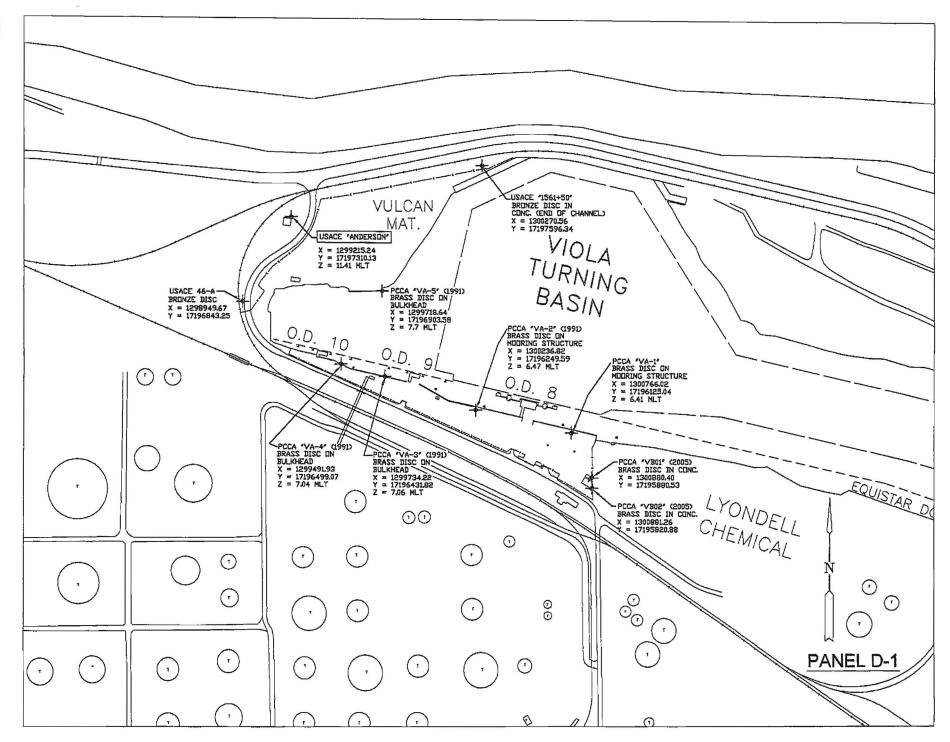


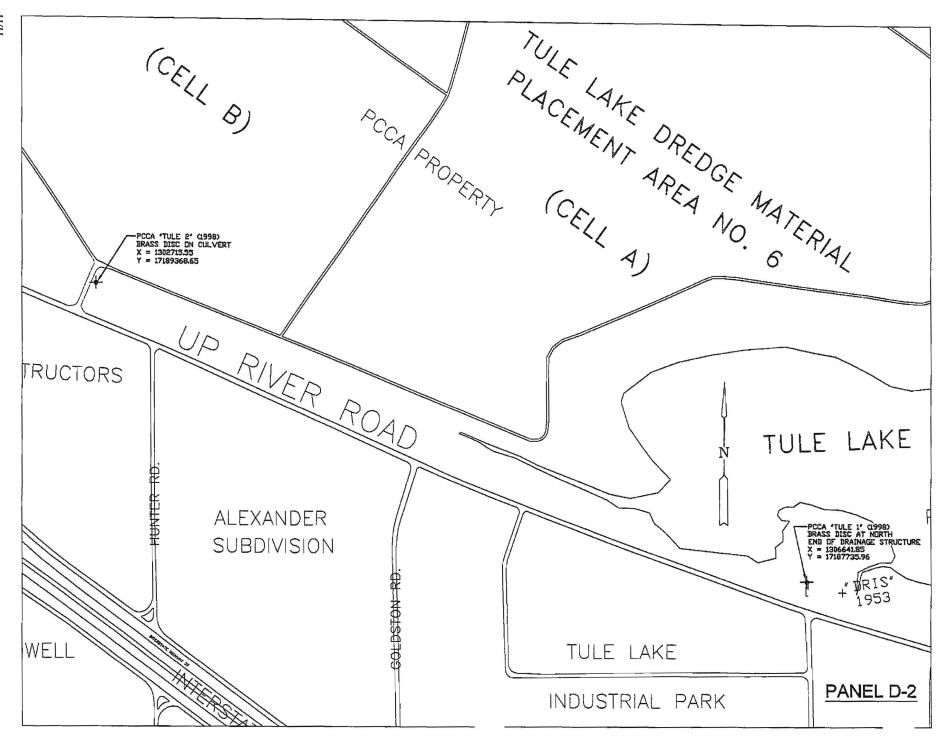


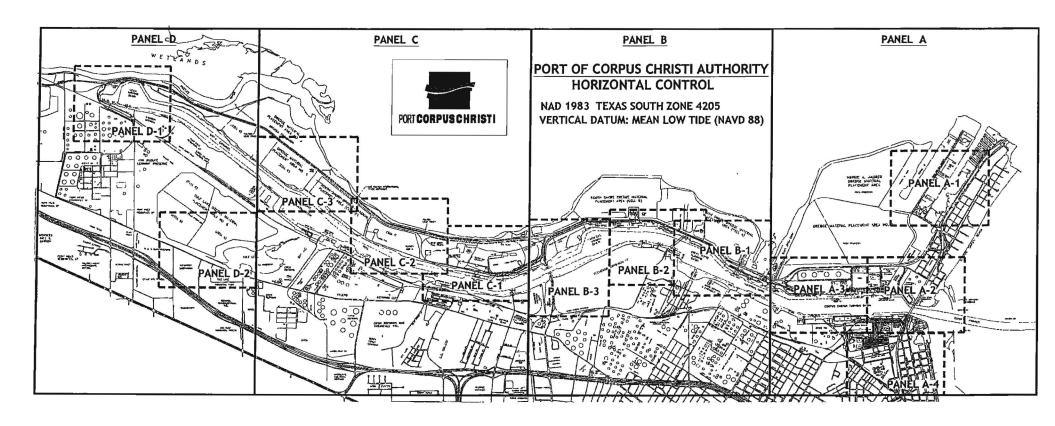












## Exhibit No. 10

Construction Contract Procedure

# **Port of Corpus Christi Authority Construction Contract Procedure**

## General

At the onset of a project, the Project Manager assigns a title to the project and requests a project number from the Construction Contract Specialist. The Construction Contract Specialist allocates the next available project number to the new job and databases the project on the AS400.

NOTE: When designating a title for a project, use phrasing that makes sense with the words "Contract Documents <u>for</u> ......" In addition, while it is imperative to include enough language to describe the project, the title should be brief enough to fit into the AS400 database (approximately 120 characters).

The Construction Contract Specialist makes project and bid file folders.

## **Bid Package**

The PCCA normally hires an outside consultant to produce the bulk of the Contract Documents. Once staff receives the 100% review documents, the Project Manager and Senior Designer review and edit the drawings; the Project Manager and the Environmental Compliance Manager review and edit the specifications; and the Project Manager and Construction Contract Specialist review and edit the bid documents. The Project Manager and Construction Contract Specialist should pay special attention to insurance and bond requirements for each project. Changes to insurance and/or bond requirements should be detailed in the Special Conditions.

If the job is produced in-house, PCCA staff makes the edits; otherwise, the drawings, specifications, and bid documents are normally returned to the consultant for revision.

The Construction Contract Specialist reserves the first floor conference room in the Administration Building for the bid opening and enters the bid opening time and date on the electronic calendar, sending notice to the Director of Engineering Services, Chief Engineer, Project Manager, Construction Contract Specialist, and other staff as appropriate. If the Project Manager determines that a pre-bid meeting is required, the Construction Contract Specialist reserves a conference room for that meeting as well and follows the same procedure.

Once the documents are finalized, the Construction Contract Specialist checks that the design engineer has stamped the specifications appropriately and makes an "original" set, duplexing sections as necessary. She inserts the Conflict of Interest Questionnaire, General Conditions, Wage Rate Sheets (which she obtains from the U.S. Department of Labor website), and Certificate of Insurance into the final original set of Contract

Documents. An electronic version of the final set of specifications and bid documents is stored on the computer under the Project Manager's directory.

The Construction Contract Specialist prints an original Notice to Bidders and obtains the signature of the Executive Director or Deputy Port Director of Engineering, Finance and Administration. This original signed notice is used in the original set of Contract Documents for copying. See additional instructions in the section entitled "Notice to Bidders."

The Construction Contract Specialist copies the Contract Documents (spec books); checks and binds the sets; inserts two blank bid forms in each spec book; and stamps each spec book "Issued for Bids." One set of Contract Documents is placed on the "stick file," other sets are given to the Project Manager and the Environmental Compliance Manager for their use during the course of the project; and the remainder of the sets are used for distribution to plan rooms and potential bidders.

The Senior Designer checks that the plans have been stamped appropriately by the design engineer, arranges for copies to be made, and checks the returned sets for accuracy. The Construction Contract Specialist stamps them "Issued for Bids," rolls them up, and rubber bands them.

The Construction Contract Specialist distributes copies of the plans and specs and keeps a distribution list in her bid file. See additional instructions in the section entitled "Bid Distribution."

## **Notice to Bidders**

The Construction Contract Specialist sends a copy of the Notice to Bidders to the Corpus Christi Caller-Times with requested publication dates. At the same time, she posts a copy on the PCCA's website. Some projects may be posted in other city newspapers at the request of the Project Manager.

To comply with Texas Water Code minimum requirements, bids must be advertised twice (one week apart), at least 14 calendar days prior to the bid opening, in a newspaper published in the county where the work is to be performed.

The Construction Contract Specialist reviews the Caller-Times ad and marks it "OK TO RUN." She faxes the "OK TO RUN" copy to the Caller-Times and sends the ad and invoice to the Accounting Department stamped "Approved for Payment" and includes accounting numbers in appropriate spaces. Copies of the ad and invoice are filed in the project and bid files.

The Construction Contract Specialist checks the appropriate editions of the Caller-Times and copies the ad for inclusion in the bid file.

11/11 2/11

## **Bid Distribution**

The Construction Contract Specialist makes a Bid Distribution List (see sample Bid Distribution List in Exhibit No. 15). She keeps this list in the bid file for reference and updating during the bidding process.

The Construction Contract Specialist distributes copies of the Contract Documents to the plan rooms (see list of plan rooms on the PCCA website). The Construction Contract Specialist distributes bid packages to potential bidders and keeps an accurate, up-to-date list of same. She provides a copy of the Bid Distribution List to all who request it. She also posts the Bid Distribution List on the PCCA's website.

## Addendum

At the request of the Project Manager, the Construction Contract Specialist types the addendum using the standard format (see sample Addendum in Exhibit No. 15) and notes from the Project Manager. She gives a draft copy of this document to the Project Manager for review and revision.

Once the Project Manager approves the addendum, the Construction Contract Specialist prints the addendum on letterhead and obtains the signature of the Project Manager.

The Construction Contract Specialist makes copies of the finalized addendum for the Director of Engineering Services, Environmental Compliance Manager, Chief Engineer, Project Manager, bid file, reading file, stick file, and all spec books still on hand. The Construction Contract Specialist makes copies of the addendum for distribution to all entries on the Bid Distribution List, either by mail, overnight express, or e-mail. Finally, the Construction Contract Specialist posts the addendum on the website.

## **Pre-Bid Meeting**

The Construction Contract Specialist types a sign-in sheet with columns for all attendees' names, company names, and phone numbers and attaches approximately five copies to a clipboard along with a pen for the Project Manager to take to the meeting.

The Construction Contract Specialist prepares an insurance and bond information sheet using the requirements listed in the Contract Documents (usually found in the General and Special Conditions). She makes copies of this sheet depending on the expected attendance at the meeting and gives the copies to the Project Manager to distribute at the pre-bid meeting.

The Construction Contract Specialist also makes copies of the most current Bid Distribution List and gives these copies to the Project Manager for distribution at the prebid conference. In addition, she gives the Project Manager extra copies of the plans and specs for potential bidders who may not have picked up a set prior to the pre-bid meeting. The Project Manager will obtain company and contact information from any new

11/11 3/11

potential bidders who pick up a set of plans and specs at the pre-bid meeting in order for the Construction Contract Specialist to update the Bid Distribution List.

After the meeting, the Construction Contract Specialist makes a copy of the sign-in sheet; she gives the original to the Project Manager for his project file and files the copy in the bid file.

## **Bid Opening**

The Construction Contract Specialist creates a Bid Tabulation Sheet (see sample Bid Tabulation Sheet in Exhibit No. 15). She makes copies of the Bid Tabulation Sheet for distribution at the bid opening, the number of copies dependent on the anticipated attendance at the meeting. She attaches the blank Bid Tabulation Sheets with a letter opener to a clipboard and gives it to the Project Manager just prior to the bid opening.

The Construction Contract Specialist reminds the Director of Engineering Services and Project Manager of their required attendance at the upcoming bid opening.

The Construction Contract Specialist collects the bids. She checks with the Project Manager, searches the mailroom, and checks with reception to be sure that she has all bids. She alphabetizes the bids by company name and gives them to the Project Manager just prior to the bid opening.

The Construction Contract Specialist checks that the reserved room is ready. She sets up the room if the room does not have chairs and tables already set up. She also makes sure that all doors are locked and only one door is open until the time of the bid opening. The Construction Contract Specialist stands at the door of the reserved room to accept any last-minute bids and closes and locks the door at the required time.

After the bid opening, the Construction Contract Specialist checks the bids and the Bid Tabulation Sheet and verifies the following:

- 1. She checks that all bids are submitted in duplicate and that the two documents have identical pricing. She checks for <u>any</u> discrepancies between the two bids.
- 2. She checks for a bid bond or check. If there is a bid check, she:
  - a. Makes a copy of the check, enters the date it was received on the copy, and puts the copy of the check in the bid file.
  - b. She puts the original check in the safe in her office.
  - c. Except for the three lowest bids, she returns all checks to the unsuccessful bidders after the bid opening. Checks to out-of-town bidders are returned via certified/return receipt mail. She phones

11/11 4/11

local bidders to pick up their checks at the PCCA office. (See sample bid check return form in Exhibit No. 15).

The Construction Contract Specialist types a final Bid Tabulation Sheet, gives a copy of the typed Bid Tabulation Sheet to the Project Manager for review and filing in his project file, and puts a typed copy along with the original written Bid Tabulation Sheet(s) in the bid file. She provides copies of the final Bid Tabulation Sheet to all who request it and posts the Bid Tabulation Sheet on the website.

The Construction Contract Specialist contacts the apparent low bidder to execute a Contractor's Information Sheet. Once the executed document is returned, she enters the information in the database and attaches a copy to the commission letter for review by the Director of Engineering Services. NOTE: The Contractor's Information Sheet never goes to the Executive Director's office.

## **Commission Letter**

The Project Manager drafts a commission letter and gives it to the Engineering Services Administrative Assistant for review. The Engineering Services Administrative Assistant edits the letter and gives it to the Director of Engineering Services for review.

Once reviewed and revised, the Engineering Services Administrative Assistant prints the letter on plain paper and stamps it "DRAFT." She makes copies and distributes to the Director of Engineering Services, Chief Engineer, Project Manager, Construction Contract Specialist, and the reading file. She e-mails the final version of the letter to the office of the Deputy Port Director of Engineering, Finance and Administration, who in turn reviews, edits, and sends the letter and attachments on to the Executive Director's office. See additional instructions in Exhibit No. 11, "Commission Meeting Procedure."

The Construction Contract Specialist prepares the Bid and Agreement in duplicate for signature by the Executive Director.

- 1. Bid: She types in the contract price (amount usually located in the staff recommendation section of the commission letter) on the signature page on both copies and tags the signature pages with removable signature flags. These become the duplicate originals for signature by the Executive Director.
- 2. Agreement: The Construction Contract Specialist makes a copy from the original Contract Documents and types in the successful bidder's name, county, and state (usually, page 1); she types in the contract amount (see above) and time of completion in both words and figures (usually, page 2); she types in the liquidated damages amount (usually, page 2). She reviews the document and makes one copy. These become the duplicate originals for signature by the Executive Director. She tags the signature pages of both copies with removable signature flags.

11/11 5/11

- 3. The Construction Contract Specialist reviews the documents and stamps the date of the upcoming commission meeting beneath the Executive Director's signature.
- 4. The Construction Contract Specialist clips the originals into one set and gives them to the Director of Engineering Services to take to the commission meeting.

Once approved by the Port Commission, the Director of Engineering Services returns the signed and dated copies to the Construction Contract Specialist with a note to proceed with the Notice of Award of Contract letter.

## **Notice of Award of Contract**

Letter: The Construction Contract Specialist drafts a Notice of Award of Contract letter (see sample Notice of Award of Contract in Exhibit No. 15) detailing the final recommended contract items and amounts and gives the draft to the Project Manager for review and revision. She makes any required revisions, prints the document on letterhead, and gives it to the Director of Engineering Services for signature.

Attachments: The Construction Contract Specialist prepares the following to attach to the Notice of Award of Contract letter.

- 1. Bid: The Construction Contract Specialist keeps both executed copies of the bid in the bid file until the other documents (e.g., agreement, bonds, insurance certificate, etc.) are executed and returned by the successful bidder.
- 2. Agreement: Both copies signed by the Executive Director at the commission meeting are the contract originals.
- 3. Performance/Payment Bonds: The Construction Contract Specialist types in the project title and date of the commission meeting (page 1) and makes a copy. These become the contract originals.
- 4. Certificate of Insurance: These are pre-prepared documents. The Construction Contract Specialist takes two from her stack and these become the contract originals.

The Construction Contract Specialist attaches duplicate copies of the agreement, performance and payment bonds (as required), and certificate of insurance to the Notice of Award of Contract letter. If the contractor is local, she calls him to pick up these documents; if the contractor is out of town, she express mails the package to him. In either case, once the commission approves the contract, the Construction Contract Specialist immediately faxes the successful bidder a copy of the Notice of Award of Contract (letter only).

The Construction Contract Specialist distributes signed copies of the Notice of Award of Contract letter to the Project Manager (project file), Accounting Department (two copies;

11/11 6/11

one for the Archives), the bid file, and the library. The bid file copy should include copies of the enclosures.

The Construction Contract Specialist updates the website with the name of the successful contractor, his contact information, and the amount awarded.

When the executed award documents are returned to the PCCA, the Construction Contract Specialist:

- 1. Checks that all documents have been signed and executed correctly by the successful bidder.
- 2. Checks the U.S. Treasury website to ascertain that the bonds are listed on the Department of the Treasury's Listing of Approved Sureties (Circular 570), that the surety is approved to provide bonding in the state of Texas, and that the surety's underwriting limit equals or exceeds the contract amount. If the limit is less than the contract amount, she checks that the surety has provided reinsurance from a Treasury-approved surety whose underwriting limit is sufficient to cover the entire contract amount.
- 3. Checks the Certificate of Insurance and makes certain the amounts and endorsements comply with the requirements of the Contract Documents.

## **Notice to Proceed**

Once all executed documents have been reviewed and approved, the Construction Contract Specialist drafts a Notice to Proceed letter. She checks with the Project Manager for the scheduled date of the pre-construction meeting and includes that information in the letter. She gives the letter to the Project Manager for review, makes any revisions required, and prints the letter on letterhead for signature by the Director of Engineering Services.

The Construction Contract Specialist makes two original contracts by one of the following methods:

1. She takes the original set of Contract Documents; removes the bid, bid breakdown sheet, agreement, bonds, and certificate of insurance. Then she makes two copies of the remaining pages, which become the basic contract. Once she has two sets of the basic Contract Documents, she inserts the original executed forms (e.g., bid, agreement, bid breakdown, bonds, insurance certificate, etc.) as appropriate.

OR

2. She takes two spec books; remove the title page (stamped "Issued for Bids Only"), the bid, bid breakdown sheet, agreement, bonds, and certificate of insurance. She inserts the executed documents in place of the removed

11/11 7/11

blank pages as appropriate and makes two copies of the title page and stamps them "Original." These then become the original contracts.

If there are addendums to the contract, the Construction Contract Specialist makes all revisions from the addenda into the contract. She then creates a new title sheet that includes the addendum numbers and the dates they were issued. She gives the contract with the addendum revisions to the Project Manager to review. Once all revisions are accepted, the title page is resealed by the consultant or PCCA engineer who prepared the original contract documents.

The Construction Contract Specialist delivers one original contract with the original Notice to Proceed to the successful contractor.

The Construction Contract Specialist takes one original contract and makes four copies. She gives one copy to the Project Manager and Environmental Compliance Manager for their use during construction, puts one copy in the library (located in the conference room), and puts a copy on the stick file.

She copies the Notice to Proceed and distributes the copies to the Project Manager (project file), Accounting Department (copy of the executed bid and an original contract), the bid file, and the library copy.

The Project Manager writes a purchase order for the construction contract.

## **Extra Plans & Specs**

The Construction Contract Specialist contacts the contractor and asks how many extra sets of plans and specs he needs. The PCCA provides up to five extra sets at no charge to the contractor.

If enough plans remain and they need no revision (from addenda), the Construction Contract Specialist strikes through the "Issued for Bids" stamp and stamps them "Approved for Construction." She inserts copies of the executed Contract Documents into the spec book. The Project Manager signs them and dates the copies in the spaces provided in the "Approved for Construction" stamp.

If the contract has been revised by addenda, the Construction Contract Specialist makes the appropriate number of copies of the full contract and stamps them "Approved for Construction." The Project Manager signs and dates the copies as noted above.

The Construction Contract Specialist delivers the extra sets to the contractor.

11/11 8/11

## **Change Orders**

The Project Manager drafts the change order (see sample Change Order in Exhibit No. 15).

The Construction Contract Specialist checks the math, types the change order, and gives it to the Project Manager for review.

Upon approval by the Project Manager, the Construction Contract Specialist prints the final version on letterhead (in duplicate), secures the signatures of the Project Manager and Director of Engineering Services, and dates the copies.

She drafts and types a letter to the contractor detailing the procedure for execution of the change order and mails the letter and both original change orders to the contractor for execution. She makes copies of the letter with a copy of the change order attached for the project file, bid file, and reading file.

When an executed original of the change order is returned, she copies the change order for the Project Manager (project file), Accounting Department (copy and an original change order for the archives), Chief Engineer, library, and stick file.

## **Notice of Substantial Completion**

The Project Manager drafts a Notice of Substantial Completion letter and attaches a punch list of unfinished items. The Construction Contract Specialist reviews and types the document and returns it to the Project Manager for final review.

Once approved, the Construction Contract Specialist prints the finalized document on letterhead and gives it to the Director of Engineering Services for signature. She faxes and mails the Notice of Substantial Completion and punch list to the contractor.

The Construction Contract Specialist copies and distributes the Notice of Substantial Completion to the Project Manager (project file), bid file, library, Accounting Department (two copies; one for the Archives).

## **Certificate of Final Acceptance**

The Construction Contract Specialist drafts a Certificate of Final Acceptance letter, Contractor's Guarantee, and Contractor's Affidavit & Waiver of Lien for review by the Project Manager. The letter should detail whether or not liquidated damages or early completion compensation is assessed. See samples of the Certificate of Final Acceptance, Contractor's Guarantee, and Contractor's Affidavit & Waiver of Lien in Exhibit No. 15.

Once approved, the Construction Contract Specialist prints the Certificate of Final Acceptance on letterhead and obtains the signature of the Director of Engineering

11/11 9/11

Services. She mails the original letter with the Contractor's Guarantee and Affidavit & Waiver of Lien forms to the contractor.

The Construction Contract Specialist distributes copies of the Certificate of Final Acceptance to the Project Manager (project file), bid file, reading file, Accounting Department (two copies; one for the Archives along with copies of the Guarantee and Affidavit & Waiver of Lien), and updates the website to show that the project is completed.

When the contractor returns the executed Contractor's Guarantee and Affidavit & Waiver of Lien to the PCCA, the Construction Contract Specialist sends the original forms and one copy of each to the Accounting Department. Copies of the executed Contractor's Guarantee and Affidavit & Waiver of Lien documents are placed in the project file, bid file, and library file.

The Construction Contract Specialist sorts the bid file and discards duplicate documents. She keeps one original bid from <u>all</u> bidders (state requirement) with the envelope that is stamped with the date and time the bid was delivered to the PCCA office. She discards the original specs. She databases the bid file, stamps it "DB," and files it away.

The Construction Contract Specialist discards the stick file plans and specs.

The Project Manager completes a Project Close-Out Form, puts the original in the project file and gives copies to the Director of Engineering Services and Construction Contract Specialist. He then sorts the project file and discards any duplicate material. He gives the project file to the Construction Contract Specialist to file. She databases the file, stamps it "DB," and files it away.

## **Website Duties**

At the beginning of each calendar year, the Construction Contract Specialist will review the Engineering Workload Book with the Chief Engineer to determine a list of upcoming projects for the year. Once the projects have been given tentative bid dates, the Construction Contract Specialist posts a list of the projects on the website. She includes the project name, project number, project description, project manager (with his e-mail address), project type, tentative bid date, and project status.

Once a project is out for bid, the Construction Contract Specialist posts the Notice to Bidders on the website the first day the ad is published in the newspaper.

<u>Bid Distribution List</u>. The Construction Contract Specialist posts a copy of the current Bid Distribution List on the website and updates the list to reflect any changes in the list.

Addenda. The Construction Contract Specialist posts all addenda on the website including attachments.

11/11 10/11

<u>Bid Tabulation Sheet</u>. Once the project manager approves the Bid Tabulation Sheet, the Construction Contract Specialist posts the Bid Tabulation Sheet on the website.

Notice of Award of Contract. Once the Notice of Award of Contract has been sent to the contractor, the Construction Contract Specialist updates the website with the name of the awarded contractor. She includes the address, phone number, and fax number of the contractor and the contract amount.

In January of each year, the Construction Contract Specialist removes all information on all projects that were completed in the previous year.

## Exhibit No. 11

**Commission Meeting Procedure** 

# **Port of Corpus Christi Authority Commission Meeting Procedures**

## **Agenda Preparation**

As soon as staff determines that an item should be included on the agenda for the upcoming commission meeting, they should e-mail the information (including appropriate legal wording) to the Director of Engineering Services, copying in their Supervisor, Department Director, the appropriate Deputy Port Director and his Administrative Assistant, the Executive Director, Executive Office Manager, and the Port's legal counsel. No later than 14 calendar days prior to the date of the scheduled commission meeting, the Director of Engineering Services will prepare an initial draft of the agenda and distribute it to senior staff, legal counsel, and those staff members that are involved with any item included on that month's agenda. Upon receipt of the draft agenda, all recipients should review it to ensure that all pertinent items are included and that the items are worded correctly.

Changes to the agenda should be e-mailed immediately to the Director of Engineering Services. The Director of Engineering Services will update the agenda as necessary and re-distribute a revised copy to all pertinent staff members and legal counsel.

Last-minute items may be added to the agenda; however, every effort should be made to follow the above scheduling process. Last-minute items should be the exception rather than the rule.

On Wednesday before the commission meeting, the Executive Office Manager sends the finalized agenda to the Port Chairman for review. She makes any changes the Port Chairman requires and sends the final agenda to all Port Commissioners by noon on Thursday for their review and approval. The Executive Office Manager sends the final approved agenda to both Nueces and San Patricio County Clerks (by fax to San Patricio and two copies by messenger to Nueces County) by noon on Friday. The county clerk offices stamp and return the posted agenda to the Executive Office Manager. In addition, the Executive Office Manager e-mails a copy of the final posted agenda to the Port Commissioners, senior staff, the Port's legal counsel, and those staff members with items on said agenda.

## **Commission Letter Preparation**

No later than 14 calendar days prior to the date of the scheduled commission meeting, staff will prepare and submit the month's commission letters to the appropriate Department Director for review. The Department Director will revise the letters as necessary and forward a copy to the appropriate Deputy Port Director for his review. The Deputy Port Director will further revise the letters as necessary.

No later than 10 calendar days prior to the date of the scheduled commission meeting, the Deputy Port Director will send his revised copy of the commission letter to the Executive

Director, Executive Office Manager, and legal counsel for their review. At this point, any future changes to the letters should be sent directly to the Executive Office Manager for final revision.

The Executive Office Manager formats the final letter adding letterhead graphics and John's signature to the letters. She saves the letters and as many of their attachments as possible in a Word format.

## **Attachment Preparation**

All attachments to commission letters that include any legal language (e.g., leases, easements, franchises, letters of agreement, memoranda of understanding, etc.) should be sent directly to legal counsel as soon as they are prepared or received for his review and comment. Upon legal approval, the Department Director should send the attachments to the appropriate Deputy Port Director for inclusion with the commission letters. The Deputy Port Director sends the attachments to the Executive Director and Executive Office Manager for final review and inclusion in the commission packet.

## **BoardBook Preparation**

The BoardBook packet is prepared in the following manner:

On the "Home" menu, select "Create New Meeting" button.

On the "Meeting" menu, in the "Meeting Type" box, select "Regular" or "Workshop." In the "Meeting Date" box, select the date of the meeting from the calendar. Select the "Save" button at the bottom of the menu.

On the "Edit" menu, type in the agenda using the "Add Item" button for each agenda item. Highlight the agenda item and select the "Add Attachment" button. On the next screen, select the "Browse" button and find the directory where that month's commission meeting items are stored. Select the appropriate file for the agenda item and then select the "Open" button. The "Bookmark Name" box appears; type in the name of the agenda item as you wish it to appear on the finished Boardbook. This process is repeated until all agenda item attachments are saved to the BoardBook. For agenda items with no attachments, the Executive Office Manager makes a file that states the agenda item number and "No Attachment" on the page. This file is attached to the appropriate agenda item as described above.

On the "Prepare" menu, select the "Create" button for both "Agenda" and "BoardBook" items.

On the "Release" menu, select the "Display button for both "Agenda" and "Boardbook" items.

The BoardBook is now saved on the BoardBook site.

The Executive Office Manager also saves the BoardBook to the World drive under the "Commission Meetings" directory. In addition, she e-mails a copy of the entire BoardBook to the Port Commissioners, senior staff, the Port's legal counsel, and those other staff members that have items on the agenda.

## **Signature Copies**

The Department Director will prepare signature documents (usually in duplicate) and bring them to the commission meeting. Legal counsel will review, stamp, and initial each document and give them to the Executive Office Manager. The Executive Office Manager will obtain all required signatures either during and/or immediately after the commission meeting. Once fully executed (usually by the Executive Director), the Executive Office Manager will return them to the appropriate Department Director for further execution and final distribution.

The Department Director will obtain any remaining signatures required and distribute the originals to the signatories. A fully executed original document must be provided to the Director of Finance for inclusion in the Port's archives.

11/11 3

## Exhibit No. 12

Building Design & Construction Requirements

## PORT OF CORPUS CHRISTI AUTHORITY BUILDING DESIGN & CONSTRUCTION REQUIREMENTS

## I. General Requirements

- A. Description: The following design and construction criteria will govern any building, structure, or other improvement constructed on Port of Corpus Christi Authority (PCCA) property. Lessee will submit two sets of plans and specifications to the Director of Engineering Services for his review and approval. Such review and approval is for general conformance with PCCA minimum design and construction requirements only and does not represent or guarantee conformance with other applicable codes.
- B. All design and construction will comply with ASCE/SEI 7-05, General: "Minimum Design Loads for Buildings and Other Structures"; with the latest edition of the International Building Code (IBC), the applicable amendments to said code adopted by the city of Corpus Christi; the State Board of Insurance Code for Windstorm Resistant Construction; and the Code of the National Board of Fire Underwriters. All buildings will be steel, concrete, or masonry construction. Pre-engineered metal buildings will be designed and fabricated by a recognized member of the Metal Building Manufacturing Association (MBMA) with a minimum of three years prior experience with similar size Buildings required for special purposes may be approved after submission of detailed plans and design calculations, provided such buildings do not adversely affect other nearby lessees. Except during construction, trailers, wood-frame structures, or structures with wood siding and/or roofs are not permitted.

## II. Design Criteria for Pre-Engineered Metal Buildings

- A. Design Loads: In designing the building, the following loads will be considered. Whichever combination of loads is greatest will be used in the design.
  - 1. <u>Dead Load</u>: The building will be designed to withstand the dead load of the structure in addition to or in combination with one or more of the following loads.
  - 2. <u>Roof Live Load</u>: The building will be designed for a minimum roof live load of 30 psf on the roof covering and purlins. This load will be applied to the horizontal projection of the roof.
  - 3. <u>Wind Load</u>: Design wind loads will be obtained from ASCE/SEI 7-05, "Minimum Design Loads for Buildings and Other Structures." A

11/11 1/4

minimum basic wind speed of 125 MPH (3-second gust at 33 feet) will be used to calculate the wind loads. Exposure Category C and Importance Factor II will be used to calculate wind loads for main wind-force resisting systems and for building components and cladding unless a different exposure category and importance factor can be justified. Approval of a different exposure category must be obtained from the PCCA before use in the design of a structure.

4. <u>Roof Assembly Rating</u>: The roof deck assembly must also comply with the requirements of a UL 90 class roof.

#### B. Structural Framing:

- 1. All framing members will be shop-fabricated for bolted or welded field assembly. All hot-rolled steel sheet plate and strip 1/8" thick or thicker will comply with the requirements of ASTM Specification A-36 with minimum yield of 36,000 psi. All hot-rolled strip less than 1/8" thick will comply with ASTM A570, Grade 50.
- 2. Cold-formed purlins and channels will conform to ASTM A607, Grade 50. Designation of the members on the Construction Drawings will be in accordance with the "Light Gage Structural Steel Framing System Design Handbook," published by the Light Gage Structural Institute.
- 3. The minimum thickness of framing members will be as follows:

Cold-Formed Primary Framing Members	14 Gage
	•
Cold-Formed Secondary Framing Members	16 Gage
Intermediate Tubular Members	12 Gage
Web of Welded Built-Up Members	3/16" Thick
Flanges of Welded Built-Up Members	1/4" Thick
Bracing Rods	1/2" Diameter

- 4. End frames will be the same size in weight and dimension as the main interior frames. No bearing end frames will be allowed.
- C. Field Connections Other Than Welded: Bolts will be machine bolts conforming to ASTM A307 or ASTM A325. All bolts will have a hot-dipped galvanized finish. All bolts in connection between primary framing members will conform to ASTM A325N bearing-type bolts, unless ASTM A325 "Slip-Critical" bolts are required by calculation. "Slip-Critical" bolts will be tightened and inspected with a calibrated torque wrench in accordance with ASTM A325 or will be "Load Indicator" bolts manufactured with a twist-off spline to indicate proper tensioning of the installed bolt. Bolts between secondary members may conform to either A307 or A325AN. All anchor bolts will conform to paragraph 1.3 of ASTM A307. The surface of all bolted connections will be smooth and free of burrs or distortions.

11/11 2/4

#### D. Wind Bracing:

- 1. Wind bracing consisting of diagonal rods, angles, or other suitable members will be provided in both the roof and walls. Where diagonal bracing is in the plane of the roof, double roof purlins will be provided at the points of attachment between the diagonal bracing and the structural frame. Bracing of the double purlins will be provided to prevent lateral buckling as a result of applied wind loads.
- 2. The inside flange of rigid frames will be laterally braced so that allowable bending and/or compressive strength is adequate for all loading conditions. Bracing will be accomplished with strut angles attached to the inside flange of the rigid frame and attached to the web of the adjacent wall girts or purlins. Similar strut angles will be installed between the roof purlins and the bottom flange of the roof portion of the rigid frame to ensure that allowable bending and/or compressive strength is adequate for uplift wind loading.
- E. Roof and Wall Panels: Roof and wall panels will be fabricated from galvanized steel conforming to ASTM Specification A-446 Grade "E" (80,000 psi yield), minimum 22 gage for roofs and minimum 24 gage for walls with 1.25-ounce zinc coating unless an exception is granted by the Director of Engineering Services. Each panel will provide a net coverage of 36".
- F. Steel Roll-Up, Overhead, or Sliding Doors (Including Door Frames): All doors, doorframes, hardware, and fastenings will be structurally designed to support a minimum 35 psf wind load or per code requirements. The wind load will be considered to act either inward or outward.
- G. Skylight Panels: Glass fiber reinforced polyester skylight panels will be Type II, fire retardant, having a burning rate of 0.2" per minute or less when tested in accordance with ASTM Specification D-635-56T.
- H. Certification: The lessee will furnish the PCCA a statement by a registered Professional Engineer certifying that the building designed and constructed complies with or exceeds the requirements outlined above and all applicable codes and ordinances.
- I. Design Data, Shop and Erection Drawings: Lessee will require the building manufacturer to furnish the PCCA with one (1) set of design calculations and one (1) set of shop drawings for Engineer's information and approval. Fabrication of the building and ancillary items will not begin until the manufacturer receives approval of the design calculations. After erection, one (1) set of final "as-built" shop drawings on a reproducible medium will be furnished to the PCCA.

11/11 3/4

## III. Design Criteria for Buildings Other Than Pre-Engineered Metal Buildings

All applicable design loads and criteria outlined in Section I above will apply to any building constructed of concrete, steel, concrete block, brick, or other acceptable fire-proof materials or combination thereof. Wood-framed buildings will not be considered acceptable.

#### IV. Offsets and Setback Distances

Unless special permission is issued by the PCCA's Director of Engineering Services, all permanent structures and buildings will be located according to the following specified offsets and setback distances.

Distance From Lease Property Lines Min 10'

Distance From Bulkhead Min 50' at Rincon Industrial Park
Distance From Front Property Line Min 40' at Rincon Industrial Park

## V. Parking

Adequate parking for all employees and visitors will be provided on the leased premises.

## VI. Signage

No freestanding signs larger than 15 square feet in size may be erected on the leased premises. Signs may be erected flat against the building and extend out from the exterior wall no more than one foot; however, signs will be no larger than 60 square feet in size. Flashing signs will not be permitted.

## VII. Underground Storage Tanks

Lessee will not construct, install, maintain, use, or otherwise operate on the leased premises any petroleum or chemical underground storage tanks.

## VIII. Floodplain Regulations

Nueces County or the City of Corpus Christi must approve all construction in a designated floodplain. Lessee will submit an application for a Development Permit for Construction within a Designated Flood Zone. Except for special-use structures, the finish floor (first floor) of all buildings must be built at or above the base flood elevation as established on the most recent floodplain maps.

11/11 4/4

## Exhibit No. 13

Pipeline, Utility & Miscellaneous Structure
Accommodation Policy

# Port of Corpus Christi Authority Pipeline, Utility, and Miscellaneous Structure Accommodation Policy

## **Purpose**

These guidelines are developed to standardize the placement of underground and aerial pipelines, utilities, and miscellaneous structures located on Port of Corpus Christi Authority (PCCA) property, rights-of-way, and easements. In the event these guidelines conflict with a PCCA easement, right-of-way, or other written agreement ("Agreement"), the Agreement will control. These guidelines are to be used by PCCA employees, consultants, and contractors during the planning, design, and construction phases of the PCCA's capital and maintenance projects. These guidelines are also intended to be used by owners ("Owner") of pipelines, utilities, or other structures that utilize PCCA property, rights-of-way, and easements. This policy does not apply to pipelines or utilities that cross PCCA or U.S. Army Corps of Engineers waterways, ship channels, or barge canals.

## Scope

This document governs matters concerning accommodation, location, and method for the installation, adjustment, relocation, and maintenance of pipelines, utilities, and miscellaneous structures within PCCA property, rights-of-way, and easements. Due to the congested nature of PCCA land and facilities, this policy is written in the interest of safety, economy, and service to the PCCA and its customers. In general, existing pipelines, utilities, or miscellaneous structures will remain in place or be relocated in accordance with the conditions of an existing Agreement between the PCCA and the Owner. New construction and installation will follow the guidelines set forth in this document unless a special waiver is granted by the Director of Engineering Services.

#### Standards

The guidelines provided in this Exhibit for pipelines, utilities, or miscellaneous structures located within PCCA property does not replace current applicable standards approved by state, county, and local governmental entities.

## Safety

Appropriate measures are required in the interest of safety, traffic convenience, and access to adjacent properties. Appropriate signs, markings, and barricades must be put in place by the Owner prior to the beginning of construction and will be maintained by said Owner to properly warn those using the PCCA property including the general public. Installation and signage must comply with applicable federal, state, and local laws, codes, and safety regulations.

### **Definitions**

- A. Pipelines: "Pipelines" include all types of above- and below-ground conveyances of oil, gas, and other petroleum-based products and their appurtenances.
- B. Utilities: Used in the generic term, "utilities" include all types of above- and below-ground conveyances and their appurtenances including electrical service; water, storm, and waste water lines; telephone and telecommunication lines; and publicly-owned natural gas lines. If this document indicates a specific utility, then it is referring to that item only, such as an overhead electric line or high-pressure gas pipeline.
- C. Miscellaneous Structures: "Miscellaneous structures" includes vent pipes, pipeline markers, overhead pipe racks, conveyors, processing systems, utility buildings, and any structures other than pipelines and utilities.

## **Implementation**

#### A. New Construction:

- 1. Construction of new pipelines, utilities, or miscellaneous structures will follow the guidelines established in this Exhibit unless the Director of Engineering Services grants a special waiver. During the design phase of new construction, the design consultant will review the placement of all existing pipelines, utilities, or miscellaneous structures. Should the design consultant determine that an existing pipeline, utility, or miscellaneous structure poses a conflict with the project design or purpose or is a safety concern, the design consultant will make recommendations to the PCCA's project manager. Other situations which require notification to the PCCA include a pipeline, utility, or miscellaneous structure with future maintenance concerns and subsequent significant cost implications. New installations where industrial or government codes, laws, or orders require pipelines, utilities, or miscellaneous structures to have a greater degree of protection than set forth in this Exhibit, the higher degree of protection must be provided. The PCCA generally designs and installs water, storm water, wastewater, and electrical service only for its facilities and PCCAowned property leased to customers. The design and installation of all other new pipelines, utilities, or miscellaneous structures is the responsibility of the Owner installing the service. Drawings and installations must comply with all applicable federal, state, and local laws, codes, and safety regulations.
- 2. Any Owner that proposes to install a new pipeline, utility, miscellaneous structure, or drainage way must determine the location of any existing pipelines, utilities, or miscellaneous structures. The Owner is responsible for researching design plans, as-built drawings, and right-of-way easements for existing pipelines, utilities, or miscellaneous structures. The

11/11 2/5

Owner must ensure that the proposed installation is compatible with existing pipelines, utilities, miscellaneous structures, or drainage ways. All pipelines, utilities, or miscellaneous structures carrying caustic, flammable, or explosive materials for high-pressure gas and liquid fuel lines must comply with all applicable governmental or regulatory laws or regulations.

B. Existing Installations: In general, existing pipelines, utilities, and miscellaneous structures will be allowed to stay in place when location and depth of cover is in compliance with the utility location guidelines set forth in Table 1. Increasing the cover without affecting the surface drainage over existing pipelines, utilities, and miscellaneous structures will be an acceptable practice for meeting minimum cover requirements (as set forth in Table 1) if approved by the Director of Engineering Services.

## Location

Pipelines, utilities, and miscellaneous structures will be located so as to avoid or minimize the need for adjustment for future road improvements and to permit maintenance access with minimum interference to traffic. The typical section attached in conjunction with Table 1 is provided to illustrate the required minimum horizontal and vertical clearance distances for placement of new pipelines, utilities, and miscellaneous structures along roadways. Pipelines, utilities, and miscellaneous structures that cross roadways will do so at right angles. Pipelines, utilities, and miscellaneous structures that run alongside the roadway will be located on a parallel alignment as near as practicable to the right-of-way line, but in no case closer than that shown in Table 1. Space must be provided for maintenance of roadways and existing pipelines, utilities, and miscellaneous structures.

11/11 3/5

TABLE 1 UTILITY LOCATION GUIDELINES

Utility	Encasement	Min. Depth of Cover "X"	Min. Distance from Edge "Y"	Min. Overhead Clearance "Z"	Installation
High Pressure Lines	8' from Pavement	36" Encased, 48" Uncased in Ditch & 60" @ Pavement Crossing	10'	26'	_
Low Pressure Lines	8' from Pavement	36"	10'	26'	
Waterlines	8' from Pavement	30"	10'	26'	_
Gravity Sanitary Sewer	None	36"	12'	26'	_
Storm Drains	None	36"	10'	26'	_
Electrical	Conduit*	36"	10'	36'	Encase in Red Dye Concrete
Electrical Poles	N/A	N/A	20'	_	_
Telephone-Copper	8' from Pavement	24"	6'	26'	_
Cable	8' from Pavement	24"	10'	26'	
Fiber Optics	8' from Pavement	36"	10'	26'	_

<sup>\*</sup> Refer to Typical Cross Section

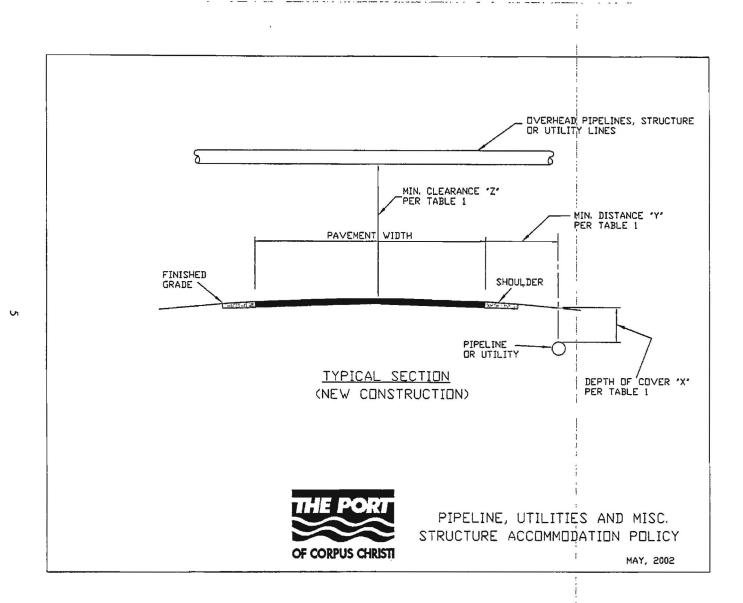
## **Casings**

In general, underground utility crossings will be encased for safety and future maintenance. Encasement is specified in Table 1 for each type of line discussed within this Exhibit. Casings will consist of a pipe or other separate structure around and outside the carrier line and will be designed to support the load of the expected roadway traffic and construction equipment. Casings will be a minimum of 4" larger than the diameter of the utility line. Spacers or standoffs will be used to center the utility within the casing. Welded steel pipeline crossings may be installed without encasement provided such pipelines conform to the requirements of 49 CFR Part 192.

# Review & Waivers by PCCA Director of Engineering Services

For existing pipelines, utilities, and miscellaneous structures located within the Port of Corpus Christi Authority's right-of-way, the provisions of this Exhibit may be waived. Requests for waivers will be considered where it is shown that extreme hardship and/or unusual conditions provide justification and where alternate measures can be used which follow the intent of the policy stated in this Exhibit. A request for a waiver must be presented in writing to the Director of Engineering Services. All requests for waivers must document design data, cost comparisons,

11/11 4/5



## Exhibit No. 14

Dock Damage Notification Procedure

## DOCK DAMAGE NOTIFICATION PROCEDURE

The following notification and follow-up procedures are to be performed when damage has occurred to a PCCA dock or facility ("Facility"). In order to insure that repairs are properly made, any damage to a Facility belonging to the PCCA will be repaired by PCCA staff or contractors hired directly by and supervised by PCCA staff. Parties responsible for the damage (except for normal wear as provided below) will pay for the cost of repairs.

The responsibilities (when applicable) of each department/division are as follows.

## A. HARBORMASTER'S OFFICE:

Upon receipt of a report from the PCCA Police Department or the traffic controllers observing Facility damage, the Harbormaster's Office will:

- 1. Immediately notify the Maintenance Department of damages.
- 2. Provide written notification to the vessel agent or towing company of the incident and their responsibility for damages (if any).
- 3. If determined that damage represents normal wear, provide written notification to the vessel agent or towing company of such.
- 4. Submit copies of a report to the Operations, Engineering, and Finance Departments inclusive of all information gathered and copies of all correspondence.

## **B. MAINTENANCE DEPARTMENT:**

Upon receipt of notification from Harbormaster's Office of any Facility damage, the Maintenance Department will:

- 1. Examine and assess damage to the Facility.
- 2. If damage represents normal wear, report those findings to the Harbormaster's Office. A copy of the report will also be submitted to the Operations and Engineering Departments.
- 3. If damage exceeds normal wear, report findings as soon as possible to the Operations, Engineering, and Finance Departments and the Harbormaster's Office.
- 4. Prepare a written draft report that includes the findings and all documentation. Submit copies of the draft report to the Operations, Engineering and Finance

11/11 1/3

Departments and Harbormaster's Office. Following a review of the draft report, a final report will be prepared and copies sent to the Operations, Engineering, and Finance Departments and Harbormaster's Office.

## C. ENGINEERING DEPARTMENT:

Upon verbal notification from the Operations Department that dock damage has occurred and exceeds normal wear and tear, the Engineering Department will:

- 1. As soon as possible, make an on-scene initial inspection of the Facility damage. A departmental representative will confirm whether or not the damage exceeds normal wear and tear. If dock damage is normal wear and tear, verbal notification will be made to the Harbormaster's Office and the Maintenance, Finance, and Operations Departments.
- 2. If the dock damage exceeds normal wear and tear, the Engineering Department will call in a marine surveyor and other consultants as needed to assess the extent of the damage and represent the interests of the PCCA. A preliminary cost estimate of damages and an engineering field survey report will be prepared by the Engineering Department and copies distributed to the Operations and Finance Departments and Harbormaster's Office.
- 3. If the cost to repair the damage exceeds the PCCA's insurance deductible, the Director of Engineering Services will notify the PCCA's legal counsel and the Director of Operations will notify the PCCA's insurance brokers of the circumstances surrounding the damage (e.g., whose responsibility, estimated cost and time to repair, etc.)
- 4. The Engineering Department will arrange for and attend a joint survey of the Facility damage with the marine surveyor hired by the PCCA and one hired by the responsible vessel's owner/operator. A joint report will be prepared by both surveyors stating what was damaged and an estimated cost of repairs.
- 5. The Engineering Department will design the repairs and consult with the Operations Department to determine if the project must be fast-tracked or can follow normal bidding procedures.
- 6. If the project must be fast-tracked, the Executive Director will request an Emergency Declaration status from the Port Commission in order for the Engineering Department to proceed with the acquisition of materials, negotiate or solicit informal bids, and carry out the necessary repairs. The Engineering Department representative will serve as the Project Manager and complete the necessary repairs as soon as possible.
- 7. If the project can follow normal bidding procedures, the Engineering Department will complete a bid package that meets formal competitive bidding requirements.

11/11 2/3

- The Engineering Department will serve throughout the project's tenure as the Project Manager.
- 8. All bills and invoices will be reviewed/approved and forwarded to the Finance Department. When all construction is completed, the Engineering Department will notify the Finance Department that all construction is completed and that all bills have been received.
- 9. When damage repairs are completed, the Engineering Department will (a) prepare a damage repair invoice to be forwarded to the Finance Department for action and (b) notify the Harbormaster's Office and Operations Department of the completed work.

## D. FINANCE DEPARTMENT:

Upon verbal notification from the Operations Department of Facility damage and as soon as possible following the incident, the Finance Department will:

- 1. Receive a copy of the Harbormaster's written notification to the vessel agent or towing company of the damaging party's responsibility for damages.
- 2. Receive a verbal report from the Engineering Department if damage is normal wear and tear and receive the subsequent written report from the Maintenance Department.
- 3. Receive a verbal report from the Engineering Department if the damage exceeds normal wear and tear and if the damage is in excess of the current insurance deductible amount.
- 4. Notify the Operations Department if the damage is estimated in excess of the current insurance deductible and coordinate a joint survey with the Engineering Department and the insurance representative(s).
- 5. Receive from the Engineering Department a report of estimated cost of the repairs and forward to the applicable insurance agency.
- 6. Receive billing information from the Engineering Department and a request that the Finance Department invoice the responsible party and monitor subsequent collection.

11/11 3/3

Exhibit No. 15

Sample Documents



Project No. 03-035A

January 15, 2010

#### TO ALL POTENTIAL BIDDERS

Subject: Addendum No. 1 for La Quinta Property Infrastructure Improvements – Phase I

### Ladies/Gentlemen:

This addendum is considered part of the Contract Documents and is issued to change, amplify, add to, delete from, or otherwise explain the Contract Documents. Where provisions of this addendum differ from those of the original Contract Documents, this addendum will take precedence and govern.

Bidders are hereby notified that they must incorporate this addendum into their bids, and it will be construed that the contractor's bid reflects with full knowledge all items, changes, and modifications to the Contract Documents herein specified. Bidders will acknowledge receipt of this addendum in the space provided on the Bid form.

### NOTICE TO BIDDERS

The time and date of the bid opening has been changed to 2:00 p.m., January 27, 2010.

### BID

The Bid has been revised, and a copy is attached. Bidders must submit their bids on this Revised Bid form.

## SPECIAL CONDITIONS

- 1. Paragraph 1.11, CONFLICT OF INTEREST. Delete the second sentence, and add the following sentence:
  - "A copy of the Conflict of Interest form can be obtained at the following web address http://www.portofcc.com/business-development/business-with-us/forms.html."
- 2. Add the following paragraph 1.22 to the Special Conditions as follows:
  - 1.22 INSURANCE: The insurance requirements for this Project as outlined in Section 3.35 of the General Conditions are modified as follows:



- A. Builder's Risk coverage is <u>not</u> required for this contract.
- B. Railroad Protective coverage <u>is</u> required for this contract. The Contractor will supply Railroad Protective Liability coverage in the amount of \$1,000,000 and an excess coverage policy with a minimum limit of \$5,000,000 naming the railroad owner as first named insured for both policies (in addition to the standard General Liability and Umbrella policies).
- C. The minimum Umbrella Insurance coverage for this project is \$2,000,000.

## TECHNICAL SPECIFICATIONS

- 1. Section 02 64 11, "Gate Valves for Water Lines (S-85)." Paragraph 2.01-A. Change paragraph to read as follows:
  - "A. The gate valves will be resilient wedge (C-509) and have non-rising stems."
- 2. Section 34 11 13, "Railroad Track and Accessories." Paragraph 2.11-B. Replace paragraph with the following:
  - "B. Switch Stands: The switch stand at or near the Martin Marietta spur will be Union Pacific Railroad Industry Standard No. 36 EH or an approved equal, and the switch stand at the spur alongside the warehouse will be an automatic safety run-thru switch stand Rampap No. 20-C with spring run-thru road or an approved equal."

## **CONSTRUCTION DRAWINGS**

1. The following drawing sheets are reissued. See attached.

Drawing No. 100-25-C4 Entrance/Service Road – Staking & Grading Plan Drawing No. 100-25-C15 Storm Water Detention Lake Outlet

2. Drawing No. 100-25-C7 16" Waterline Plan & Profile (Sta. 14-50 to 30+50)

Delete Note 5.

- 3. Drawing No. 100-25-C17 Civil Details
  - a. Detail 1: Water Control Structure. Change "Caliche Base" to "Select Material."

Project No. 03-035A Addendum No. 1

b. Detail 1: Water Control Structure. Where the concrete pre-cast flared end sections are shown for the 24" and 36" RCP, add note stating, "Contractor may provide TxDOT Standard 2:1 S.E.T., Type 2, with toe and 6 x 6 wire mesh."

Sincerely,

David L. Krams, P.E. Manger of Channel Development

DLK/mmm Enclosures

cc: Greg Brubeck Sarah Garza

David L. Michaelsen



# PORT OF CORPUS CHRISTI AUTHORITY DISTRIBUTION LIST FOR

## PURCHASE OF BULK FUEL

BID OPENING: December 1, 2008, at 2:30 p.m.

Company Name	Contact Person	Mailing Address	Phone/Fax Nos.	Date & How Received
ADC/D L. D	Lorrie	7433 Leopard	P: 361-289-5311	
ABC/Dodge Reports	Lecompte	Corpus Christi, TX 78409	F: 361-289-5324	
1.00	Jennifer	518 S. Enterprise Parkway	P: 361-289-0996	
AGC	Storm	Corpus Christi, TX 78405	F: 361-289-0998	
	Sean	101 Baldwin, CE-146	P: 361-698-2221	
Del Mar College PTAC	Smith	Corpus Christi, TX 78404	F: 361-698-1024	
	Patty	4047 Naco Perrin, Suite 100	P: 210-564-6900	
Virtual Builder's Exchange	Nollmann	San Antonio, TX 78217	F: 210-564-6902	
	Ttommann	San rintonio, 17t 70217	1.210-304-0702	
			7	
		A y )		
		N.		
	THE PARTY OF			
P				



## RETURN OF BID CHECK

I acknowledge return and receipt of bid check #1234 in the amount of \$3,196.06, which was submitted with my bid to the Port of Corpus Christi Authority for purchase of a rough terrain forklift.

Received By:	
Name:	
Company:	
Date:	



## BID TABULATION FOR THE RECONSTRUCTION OF NAVIGATION BOULEVARD BETWEEN CARGO DOCK 9 & THE FULTON CORRIDOR PROJECT NO. 09-028A

Bid Opening: October 1, 2010 at 2:00 p.m.

Company Name	Bid Bond or Check	Base Bid <sup>A</sup>	Alternate Base Bid <sup>B</sup>	Additive/Deductive Calendar Days from Base Bid	Time of Delivery*	Addendum No. 1	Addendum No. 2	Addendum No. 3
Haas-Anderson	Bond 5%	\$1,704,000.00	\$2,203,000.00	+100	160	x	x	x
Bay, Ltd.	Bond 5%	\$1,782,612.40	\$0.00		210	Х	Х	х
Salinas Construction	Bond 5%	\$2,529,389.08	\$2,650,629.02		270	х _	Х	х
	_						_	_

<sup>\*</sup>In calendar days

Read By: Greg Brubeck	
Tabulated By: Bert Perez	
Checked & Prepared By:	
Date: 10/1/2010	

A BASE BID: Includes reconstruction, widening and hot mix asphalt concrete paving of approx. 1.1 miles of Navigation Blvd, including driveways, the relocation of a portion of an existing waterline, installation of new crossing culverts and removal of abandoned pipelines. This is a Lump Sum bid item.

<sup>&</sup>lt;sup>B</sup>ALTERNATE BASE BID: Includes scarifying, widening, and concrete paving of appox. 1.1 miles of Navigation Blvd, including driveways, the relocation of a portion of an existing waterline, installation of new crossing culverts and removal of abandoned pipelines. This is a Lump Sum bid item.



Project No. 03-035A

February 14, 2010

Mr. John Doe President Doe Construction Co., Inc. 1000 Port Road Corpus Christi, Texas 78400

Subject: Certificate of Final Acceptance for La Quinta Property

Infrastructure Improvements - Phase I

Dear Mr. Doe:

In reference to the subject project, a final inspection of phase one of the infrastructure improvements at the La Quinta property has been performed, and all work appears to be complete and in accordance with the Contract Documents. This letter signifies our final acceptance of the project.

You may now invoice for 100 percent of the contract amount. We will withhold 10 percent retainage for a minimum of 30 days from this date to be released upon submission of an invoice for the retainage amount and properly executed Contractor's Guarantee and Contractor's Affidavit and Waiver of Lien forms.

It was good to work with you on this project, and we look forward to working with you in the future.

Sincerely,

Greg Brubeck, P.E. Director of Engineering Services

GB/mmm Enclosures

cc: Frank C. Brogan

Sarah Garza

David L. Michaelsen Project Manager Accounting Archives





## CHANGE ORDER

Change Order No. 7 Date: March 6, 2010 Page: 1 of 2

	CT NUMBER:	Refrigerated Storage 98-052A	•	Cargo Dock 10		
	RACTOR: *******	Doe Construction C	o., Inc. ******	******	*****	******
	ntract is modified to changed to reflect th	include the changes l nese modifications:	isted below,	and the contract p	orice and/o	r contract time
S	ee attached descrip	otion of modification	ns and brea	kdown of charge	s on Page	2.
Increase	e/Decrease in Contra	act Price:			\$	16,880.00
	e/Decrease in Contr	act Time:	*****	*******	******	7 days
Origina	l Contract Amount:				\$	9,166,641.00
	mount of Previous				\$	(115,052.00)
	t of this Change Ord	der:			\$	16,880.00
Revised	Contract Amount:				\$	9,068,475.00
Notice t	to Proceed Date:					July 12, 2009
_	l Contract Time:					330 days
	s Changes in Contra					16 days
	ar Days for this Cha	nge Order:				7 days
	Contract Time:			Jan Jan		353 days
•	ed Completion Date	: ********	******	******	******	June 29, 2010
The cha	inge in contract pric	e incorporates all cost	ts for this Ch	ange Order includ	ling but no	ot limited to the
		rect costs, overhead,		1570	-	
	A COLUMN TO THE PARTY OF THE PA	This Change Order is				
Authori	ity and Doe Constru	ction Co. Inc. as sign	ned by their o	duly authorized re	presentati	ves below.
Port of	Corpus Christi A	uthority	Doe C	onstruction Co.,	Inc.	
By:			By:			
-	David L. Krams, P.	E.	_ •	John Doe	-	
	Manager of Channe	el Development		President		
By:			Date:			
-	Greg Brubeck, P.E Director of Engine					
Date:	March 6, 2010					

Change Order No. 7 Date: March 6, 2010

Page: 2 of 2

Refrigerated Storage Facility at Cargo Dock 10 PROJECT NUMBER: 98-052A **CONTRACTOR:** Doe Construction Co. Inc. Modify office area by moving and deleting rooms, adding cooler doors, adding HVAC ductwork, 1. modifying plumbing, and adding wall framing and finish modifications due to stair changes, all as modified by revisions in the drawings. \$ Increase 10,650.00 Change lockers in size and quantity from forty-eight 12"x12"x36" to thirty-one 12"x21"x72". 2. Increase \$ 2,500.00 3. Steel modifications to both office stairs. \$ 500.00 Increase Add steel lagging above office space on all joists and beams penetrating into dock areas. 4. \$ Increase 3,500.00 5. Delete the requirement to provide a water pressure reducer in office. \$ Decrease (370.00)6. Additional cost to provide ADA sink in lunchroom. \$ Increase 100.00 TOTAL INCREASE IN CONTRACT PRICE \$ 16,880.00 TOTAL INCREASE IN CONTRACT TIME 7 Days

PROJECT:



July 12, 2010

The Honorable Mike Carrell
The Honorable Richard M. Borchard
The Honorable Judy Hawley
The Honorable Robert J. Gonzalez, Sr.
The Honorable Francis I. Gandy, Jr.
The Honorable Robert Kostelnik
The Honorable Mike Scott
Port Commissioners
Port of Corpus Christi Authority

Subject: AGENDA ITEM NO.

Southside Military Rail Yard Improvements

### Dear Commissioners:

In order to improve the Port of Corpus Christi's ability to handle military rail traffic, Port staff has developed a plan to construct additional rail improvements on the south side of the Inner Harbor. This plan has two main parts. The first part—the loading and unloading yard—includes constructing additional rail tracks on property south of the new baseball stadium between Brewster and Resaca Streets. The second part—delivery yard—includes rebuilding the rail yard located west of Port Avenue that is currently owned by Union Pacific (UP). The first part of this overall rail improvement project is ready for construction. The second part is still in the design phase.

Port staff and its consultants prepared the design plans with a number of options (see attached drawings) in order to allow more flexibility in the contract award. These include:

- 1. Base Bid: Construction of two new railroad tracks (totaling 3,500') extending from a switch point on the Port of Corpus Christi's existing operating track (SP-5) near the UP tracks west of Sam Rankin Street, east to a termination point on the west side of Tancahua Street. The storage area will be re-graded and receive a prime coat sealant for dust control.
- 2. Additive Bid Item 1: Installation of 2,820' of 8' high security fencing around the portion of the storage yard that is currently unfenced.
- 3. Additive Bid Item 2: Extension of the two newly constructed base bid tracks (totaling 1,090') from the base bid termination point to a tie-in point on the SP-5 track near the Harbor Bridge.
- 4. Additive Bid Item 3: Clear, stabilize (limestone surface), seal (prime coat), and fence an additional 1.12-acre tract of land west of Sam Rankin Street and south of the City of Corpus Christi's ditch.



Port Commissioners (Agenda Item No. 6A) Page 2 July 12, 2010

- 5. Additive Bid Item 4: Construction of two additional railroad tracks (totaling 4,400') across the property and the relocation of an existing drainage ditch that bisects the property. This item will increase the operating efficiency of the rail yard.
- 6. Additive Bid Item 5: Clear, stabilize (limestone surface), seal (prime coat), and fence an additional 2.25 acres of property west of Sam Rankin and north of the City of Corpus Christi's ditch. The Port has the ability to delay acceptance of this bid item for up to six months.

The existing operating track SP-5, which is located in the old SP Yard, will remain in service until at least two of the new tracks have been fully constructed. Staff has been and continues to work closely with the City of Corpus Christi on this project to coordinate all work that could potentially affect city rights-of-way, utilities, and traffic flow through Sam Rankin and Tancahua Streets relating to seasonal events at Whataburger Field.

On June 30, 2010, we received three responsive bids to our Notice to Bidders. Doe Construction Co., Inc., of Corpus Christi, Texas, submitted the lowest responsive bid for the base bid and additive bid items 2 and 3. John Doe is the president of Doe Construction Co. Inc. Staff recommends that a contract be awarded to Doe Construction Co., Inc., in the amount of \$2,779,863.00 for the base bid and additive bid items 2 and 3. Staff also recommends delaying action on additive bid items 1, 4, and 5 until a later date. Staff further recommends that the Director of Engineering Services be granted a 2% contingency in accordance with our contingency guidelines. This project will be funded with a \$5.2 million grant provided by the governor's office.

This item is included on the agenda of the August 8, 2010 commission meeting for your review and official action. Should you have any questions, please call me.

Sincerely,

John P. LaRue Executive Director

Attachment



## $\frac{\text{CONTRACTOR'S AFFIDAVIT}}{\text{AND WAIVER OF LIEN}}$

STATE OF	
COUNTY OF §	
of (Insert name of contractor) (here as such for and on its behalf, by and with its consent, to m of certain work under an agreement dated October 10, 20 Authority and Contractor and that such work includes:	10, entered into between the Port of Corpus Christi
(Insert project title)	
at (Insert location of project) for the Port of Corpus Christi Authors.	brity (nerein called "PCCA"). Final payment will be
Upon receipt of such sum, PCCA will be fully and complundersigned has or may have as Contractor, arising out o work performed by the undersigned, pursuant to the abacknowledges that such receipt of payment, together with a amounts due for extra work and claims for additional costs. The undersigned further certifies that all bills, payrolls incurred in connection with the work performed under thand further covenants and agrees to indemnify, defend, and damages and expenses, including liens of subcontractor arising out of, resulting from, or in any way connected we Contract.	f, resulting from, or in any way connected with the pove-described Contract. The undersigned further all payments received, constitutes full payment of all of whatever nature.  g, expenses, taxes, claims, and other indebtedness he above-described Contract have been paid in full; and hold harmless PCCA from and against all claims, as, laborers, and equipment and material suppliers
	(Title)
State of	
County of §	
Sworn and subscribed to before me this day of	20
(Notary Seal)	(Signature of Notary Public)
	My commission expires



## **CONTRACTOR'S GUARANTEE**

Pursuant to the terms of the Agreement dated the	rity of Nueces Count action of (Insert project tites as prepared by (Insert Technical Specificat hereby guarantees the in the execution of sat thout expense to F in the date of final according materials; that (I and putting in accepts, or other work dar ill pay for any and all	ty, Texas, ("PCCA") and the in accordance with the trans of design consultant, the ions being acknowledged nat there are no defects in id Agreement; that, when PCCA, any material or ceptance of the Project by Contractor will repair and ptable condition), to the maged by such defects or I other expenses incurred
Date of	Date of End	
Final Acceptance	Guarantee Pe	eriod
(Contractor)	-	
By:	-	
(Signature)		
Name:	_	
(Authorized Officer)		

Date:



## PORT OF CORPUS CHRISTI AUTHORITY CONTRACTOR'S INFORMATION SHEET

Name of Company;	Leiephone No.:
Mailing Address:	Street Address:
Type of Organization (Corporation, Partnership, etc.):	
Names of Owners, Officers (list titles), or Major Stockholders:	
Year started in business under this name:	
Previous names organization has operated under (include dates):  Name	Date
Name	Date
Has organization ever filed for bankruptcy?	If so, when?
Yes No No	
Banking References:	7 7
Under \$100,000 per year	stion Contracts (Check One):  \$5,000,000 to \$10,000,000
Order \$100,000 per year	\$5,000,000 to \$10,000,000
\$100,000 to \$500,000	\$10,000,000 to \$50,000,000
\$500,000 to \$1,000,000	Over \$50,000,000 per year
\$1,000,000 to \$5,000,000	
Number of Employees (exclude subcontractors):	The control of the co
Names of Recent Projects and References:	
Signed:	Date:
II	



## PORT OF CORPUS CHRISTI AUTHORITY CONTRACTOR'S QUALIFICATION STATEMENT

Сотр	pany Na	Telephone Number
Maili	ing Add	ress
Name	es of Pr	incipal Owners or, if Corporation, Company Officers
Name	es of Mo	ajor Stockholders, if not also Company Officers
Stree	t Addre	ess of Main Office
A.	СО	MPANY PROFILE
	1.	How many years has this company been in business?
	2.	Primary business is what type of construction?
	3.	What percentage of annual volume is in (Insert type of project construction)?%
	4.	Has the company performed (Insert type of project construction) within the past (Insert number of years) years? Yes $\square$ No $\square$
	5.	Volume of gross construction business during the last three years:
		20 \$
	6.	Has the company received an OSHA citation during the most recent 12 months? Yes \(\sigma\) No \(\sigma\) If Yes, then how many and for what? (Add additional pages as necessary)
	7.	How many lost-time accidents has the company had in the last year?  If any, then describe accidents and amount of time lost. (Add additional pages as necessary)
	8.	Will the company be able to provide the levels of insurance required in the Contract Documents? Yes $\square$ No $\square$
	9.	What is your current Workers' Compensation Experience Modifier?

В.	info		OWING AREAS: Please fill in or attach perience in the following areas. (Add additional)
	1.	(Insert specific experience required)	
	2.	(Insert specific knowledge required)	
	7	The undersigned hereby certifies that the abo	ve information is correct.
			(Signature)
			(Printed Name)
			(Title)
			(Date)

## PORT OF CORPUS CHRISTI AUTHORITY

222 Power Street; P. O. Box 1541

Corpus Christi, TX 78403

## **DAILY CONSTRUCTION REPORT**

Corpus Christi, TX 78403			Date:				
(361) 882-5633; Fax: (361) 881-5163			Time:				
				Day Su	МТ	W Th	F Sa
Project No.:		Weather	Brite Sun	Clear	Overcast	Rain	Snow
Project Title:		Temp.	To 32°	32°-50°	50°-70°	70°-85°	85° & up
Contractor:		Wind	Still	Moderate	High	Report No.	
		Humidity	Dry	Moderate	Humid		
Description of Work Done:							
			-				
				Test services			
	_		10	100			
		A T	1				
Unusual or Unsatisfactory Conditions:							
		The All	-				
		<del>-                                    </del>					
Delays:			-				
Requests of Contractors:							
	7				×		
Instructions to Contractors:	:						
Visitors on Site:							
							-
Signed:							
David L. Michaelsen, P.E. Chief Engineer							



## FIELD ORDER (No Cost)

	Field	
You are hereby authorized and i	nstructed to make the following mod	lifications(s):
Spec. No.: Dwg. No.: Sketch No.:	Rev.:	Paragraph No.: Section/Detail:
Description of Field Modification	on:	
Sketch of Field Modification:		
This form will be used for the issua do not involve additional cost or tir	nce of instructions to the Contractor ne to complete.	for minor changes in the project that
Requested By:	Agreed and Accepted By: (or)	If not in Agreement, Request Acknowledged By*:
PCCA Representative	Contractor's Representative	Contractor's Representative
Date:	Date:	Date:

<sup>\*</sup> If Contractor believes that additional compensation and/or time is required for this work, Contractor should sign here and immediately return this form to the PCCA representative to signify notification of disagreement and request for resolution of the issue.



Project No. 03-035A

February 13, 2010

Mr. John Doe President Doe Construction Co., Inc. 1000 Port Road Corpus Christi, Texas 78400

Subject: Notice of Award of Contract for the La Quinta Property

Infrastructure Improvements - Phase I

Dear Mr. Doe:

In reference to your bid to the Port of Corpus Christi Authority in the amount of \$1,425,656.00 for phase one of the infrastructure improvements at the La Quinta property, we are pleased to inform you that the Port Commission has agreed to accept your bid for the base bid and additive bid item 1. This letter is your formal Notice of Award of Contract. This award is subject to submittal and approval of all executed documents as specified below. No materials or supplies may be ordered or construction begun until an official Notice to Proceed has been issued.

Enclosed are the Agreement, Performance and Payment Bonds, and Certificate of Insurance in duplicate. Please execute all copies of these documents and return them to this office within 14 calendar days—that is, by February 27, 2010. In addition, please submit a list of all subcontractors, suppliers, leasing companies, motor carriers, *etc.*, along with accompanying Workers' Compensation certificates for each company. Once PCCA staff has reviewed and approved all documentation, we will prepare two contracts—one of which will be returned to you with the official Notice to Proceed.

We appreciate your interest in our project and look forward to working with you again.

Sincerely,

Greg Brubeck, P.E. Director of Engineering Services

GB/mmm Enclosures

cc: Frank C. Brogan Project Manager
Sarah Garza Accounting
David L. Michaelsen Archives





Project No. 09-008A

February 13, 2010

Mr. John Doe President Doe Construction Co., Inc. 1000 Port Road Corpus Christi, Texas 78400

Notice of Award of Contract for the Purchase of Rough Terrain Forklift Subject:

Dear Mr. Doe:

In reference to your bid to the Port of Corpus Christi Authority in the amount of \$53,890.00 for the purchase of a rough terrain forklift, we are pleased to inform you that the Port Commission has agreed to accept your bid. This letter is your formal Notice of Award of Contract. This award is subject to submittal and approval of all executed documents as specified below. No materials or supplies may be ordered until an official Notice to Proceed has been issued.

Enclosed is the Agreement in duplicate. Please execute these documents and return them to this office within 14 calendar days—that is, by February 27, 2010. Once PCCA staff has reviewed and approved all documentation, we will prepare two contracts—one of which will be returned to you with the official Notice to Proceed.

We appreciate your interest in our project and look forward to working with you again.

Sincerely,

Greg Brubeck, P.E. Director of Engineering Services

GB/mmm Enclosures

Frank C. Brogan cc: David L. Michaelsen Sarah Garza Project Manager Accounting Archives



## **MEMORANDUM**



Port of Corpus Christi Authority Department of Engineering Services

Project No. 08-028A

TO: Tony Alejandro

**FROM:** Jacob Morales, P.E.

**DATE:** February 14, 2010

Subject: CLOSING OF OIL DOCK 4

On <u>WEDNESDAY</u>, February 17, 2010 From 0830 Hours through 1700 Hours.

Please close the subject dock for the date and times posted above in order to allow contractors access to dock houses for renovations. Similar dock closures will continue until improvements are completed. Beecroft Construction will be performing the work and will be accessing the facility by both gated entrances.

Please notify marine traffic and the USCG of the construction activities. Shannon Reynolds, the point of contact for Beecroft, can be reached at 361-533-1365 (cell phone) or 361-882-6791 (office phone).

Should you have questions regarding this closure, please contact me. My office number is 361-885-6131 and cell number is 361-816-3821.

cc: PCCA cc/fax/email: Oil Dock 3, 4, 7 & 11 Users

Frank C. Brogan Gloria Helfina, Valero

Sandy Sanders

Danny Garcia, Valero – 887-4118

Greg Brubeck

Joe Harrington, Valero – 289-3151

Raymond Kadlecek

Luke Smithwick, Valero – 289-3151

Lt. Johnson

Wes O'Neil, Magellan – 903-1105

David L. Michaelsen Leslie Long, Magellan

Throan Emert Davis Elementic 990

Dave Throop Ernest Reyes, Elementis 880-7760
Ray Harrison - HMO cc/fax: Shannon Reynolds, Beecroft 882-6392

Maintenance cc/email: Larry Bryant, Citgo
Port Police Mike Morgan, Citgo

Maintenance Mike Morgan, Citgo

Curtis Behr, Citgo

Jack Carroll, Citgo

Matthew Peterson, Moran-Gulf Shipping

Valls Shipping

Harbormaster Office: Please post in the Control Room

Arch Archambo: Please forward as required.



## PORT OF CORPUS CHRISTI AUTHORITY NOTICE OF NONCONFORMANCE (NON)

Contractor:	Attention:
Project No.:	NON Report No.:
Project Title:	
Reference Drawing No. and/or Spec No.:	-
Item 1: Description (Items, specifications, code, or design which	does not comply: submit sketch if applicable).
ttexx 11 2 coeff from (nome), specifications, code, or accept million	does not comply, submit shelding approaches.
Name:	
Title:	Date:
Item 2: Contractor's Recommended Disposition (Submit.	sketch if applicable).
Name:	
Title:	Date:
Item 3: Evaluation of Recommended Disposition.	
	_
Approved Not Approved	Approved w/Comments
Comments:	
Design Engineer:	PCCA Engineer:
Date:	Date:
Item 4: Verification of Completion of Recommended D	Disposition.
PCCA Engineer:	
Date:	
cc: Greg Brubeck	-
Project Manager	
Chief Engineer Contractor	
Project File	
1 10 1001 1 110	

Note: Instructions/clarifications on back

This form will be completed by the PCCA Engineer (Engineer) or his authorized representative for those nonconformance items which deviate from either the contract plans, specifications, or referenced ASTM, ACI, AWS, etc., codes and regulations. The originator will provide a written description of the nonconformance item (Item 1) and send it to the Engineer who will obtain a recommended disposition from the contractor (Item 2). The Engineer will offer a recommended disposition if appropriate. When requested, the Engineer and design consultant will evaluate the deviation and recommended disposition and approve, reject, or modify the disposition or provide an acceptable alternative solution. Upon receipt of the NON form with an approved or modified disposition, the contractor will correct the nonconformance per the agreed solution. The Engineer will inspect the completed work and sign the NON form if said work is found satisfactory. A copy will be issued to the contractor for his records. Final project closeout cannot be completed with an outstanding NON on file. The Engineer is responsible for assigning the report number, filing evaluated dispositions, and enforcing the disposition. Completion of this form is required for other than inconsequential changes (i.e., changes not affecting code work or scope of contract).



Project No. 03-035A

December 22, 2009

Mr. John Doe President Doe Construction Co., Inc. 1000 Port Road Corpus Christi, Texas 78400

Subject: Notice of Substantial Completion for La Quinta Property

Infrastructure Improvements - Phase I

Dear Mr. Doe:

As of December 17, 2009, the subject project is considered "substantially complete" as defined in the Contract Documents. You have successfully completed the project within the required completion time. Therefore, no liquidated damaged will be assessed. A punch list of unfinished items will be finalized and submitted to you within 10 days.

A Certificate of Final Acceptance will be issued upon completion of all punch list items and a final inspection by the Port of Corpus Christi Authority. Should you have any questions or require additional information, please call David L. Krams, P.E., at 361-885-6134.

Sincerely,

Greg Brubeck, P.E. Director of Engineering Services

GB/mmm
cc: Frank C. Brogan
David L. Michaelsen

Sarah Garza
David L. Krams
Accounting
Archives





Project No. 03-035A

March 17, 2010

Mr. John Doe President Doe Construction Co., Inc. 1000 Port Road Corpus Christi, Texas 78400

Subject: Notice to Proceed for La Quinta Property

Infrastructure Improvements - Phase I

Dear Mr. Doe:

In reference to your bid to the Port of Corpus Christi Authority (PCCA) for construction of the La Quinta Property Infrastructure Improvements – Phase I, documentation is now complete and this letter is your formal Notice to Proceed. As stated in your bid dated January 30, 2010, this project must be substantially complete within 105 calendar days—that is, by July 1, 2010.

Enclosed is a complete contract for your files. A pre-construction conference has been scheduled for 10:00 a.m., March 22, 2010. Please report to David L. Krams, P.E., your point of contact and the project manager for this project, at the PCCA Administration Building, 222 Power Street, Corpus Christi, Texas 78401. Should you have any questions, Mr. Krams may be reached at this office at 361-885-6134.

We appreciate your interest in our project and look forward to working with you.

David L. Krams

Sincerely,

Greg Brubeck, P.E. Director of Engineering Services

DLK/mmm Enclosure

cc: Frank C. Brogan

David L. Michaelsen Accounting Sarah Garza Archives





Project No. 08-008A

April 22, 2010

Mr. John Doe President Doe Construction Co., Inc. 1000 Port Road Corpus Christi, Texas 78400

Subject: Notice to Proceed for Purchase of Rough Terrain Forklift

Dear Mr. Doe:

In reference to your bid to the Port of Corpus Christi Authority (PCCA) for the purchase of a rough terrain forklift, documentation is now complete and this letter is your formal Notice to Proceed. As stated in your bid dated April 1, 2010, all purchase items must be received by June 21, 2010.

Enclosed is a complete contract for your files. Should you have any questions, Jacob Morales, P.E., may be reached at this office at 361-885-6131.

We appreciate your interest in our project and look forward to working with you.

Sincerely,

Greg Brubeck, P.E. Director of Engineering Services

JEM/mmm Enclosure

cc: Frank C. Brogan

David L. Michaelsen

Jacob Morales Sarah Garza Accounting Archives





## PROJECT CLOSEOUT FORM

Project No.	Project Title:	
Design Consultant:		Contractor:
Record Drawings Prepared: Record Drawings Received:	Yes No	Yes No Original Drawings Received: Diskette/CD Received:
Cost Sur	nmary	Schedule Summary
Total Project Budget	\$	Bid Opening Date
Design Cost (Include Geotech)	\$*	Notice to Proceed Date
Construction Testing Costs	\$*	Original Completion Time Days
Miscellaneous Costs	\$*	Increased Time (Change Orders) Days
Contract Award Amount	\$	Required Completion Date
Change Order(s) Amount	\$	Substantial Completion Date
Total Contract Cost	\$*	Final Acceptance Date
Approved Contingency	\$(%)	Liquidated Damages Yes No
Actual Contingency Used	\$(%)	Liquidated Damages Amount \$
Total Project Cost	\$	
* Sum of these figures equals Total Project Cost.		
	Comm (Evaluate the general perfo	
Design Consultant:	(2) Series at perje	e of majoriorings
Project Engineer/Manager (Cons	sultant Contact):	
Contractor:		-
Job Superintendent:		
	Project File	Information
Is any information pertinent to th Yes No If yes, what a	is project stored elsewhere?	Signature of Project Manager: Date:

See reverse side for unit cost data.

Original: Project File
Copy: Director of Engineering Services

Unit Cost Breakdown						
Item	Quantity	Unit	Cost	Comments/Explanations (Include Manufacturer, Number & Color as appropriate)		
Asphalt Paving		\$	SF			
Concrete Paving		\$	SF			
Cast-in-Place Concrete		\$	CY			
Earthwork Fill		\$	CY			
Earthwork Excavation		\$	CY			
Structural Steel		\$	Ton			
Concrete Pile		\$	LF			
Steel Pipe Pile		\$	LF			
Breasting Structure		\$	LS			
Mooring Structure		\$	LS			
Dredging		\$	CY			
Railroad Track		\$	LF			
Fencing		\$	FT			
Paint		\$	Gal			
Carpet		\$	SF			
Countertops		\$	SF			
Baseboards, Trim		\$	SF			
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				



## PCCA PROJECT COST SHEET

PROJECT TITLE:		PROJECT NO	) <u>. :</u>	
		COST CODE:		
		_	(Cosi Cenier + Ledg	er No. + Project No.)
		Led	ger Nos.	
	1610-Capital	1610-Capital	4122-Maintenance	4122-Maintenance
	110-Design	130-Travel	210-Design/Engineering	230-Labor/Services
	115-Testing/Inspection	135-Environmental	215-Testing/Inspection	235-Materials
	120-Construction	195-Misc.	220-Construction	295-Misc.
	125-Printing/Advertising	199-Close Project	225-Printing/Advertising	

			DESIG	GN PHASE			
Consultant:			P.O.#:		P.O. Amount:		
Invoice #	Invoice Date	Amount	*TOTA	L TO DATE	В	alance	Date Paid
					^	N W	
•					Alla.		
-				_	8		ZA .
Soils Lab:			P.O.#:		P.O. Amount:		69
Invoice #	Invoice Date	Amount		AL TO DATE		alance	Date Paid
			1900	1921 N. 10 1970 N. 10 18 18 18 18 18 18			
						THE STATE OF THE S	
			MISCELLA	ANEOUS ITEMS			
Vendor	Item	PO#	PO Amount	Inv. #/Date	Inv. Amount	*Total to Date	Date Paid
				PE			
				ASSESSED .			
<u> </u>					ALTER STATE		
				AST VER	100	0	
			A) See	SA V	7 73	7	
			A 7		- Aller		
			AND	TIME			
			1 ABY	137			
			CONSTRU	JCTION PHASE			
Testing Lab:	_		P.O.#:				***************************************
Invoice #	Invoice Date	Amount	*TOTA	AL TO DATE	Balance Da		Date Paid
		(D) A					
-	A	A	100			*	
			899	_		-	
	Velocity of						
		19		-			
		177		-			
		19					
Contractor:	- 1	Contract Amt:		Contingency %:		Contingency Amt.	
Invoice #	Inv. Date	Total W.I.P.	\$ This Period	Retainage	Paid	*Total to Date	Date Paid
211010011						1010110 2010	
				_			
	Change Orders			Monthly 1	Totals Expended	(* TOTALS)	
Amount:		Contract Amt.	Date	Total Amount	Date	Total Ar	nount
				1			



Project No. 06-039A

July 18, 2010

Mr. John Doe President Doe Engineering Inc. 1000 Port Road Corpus Christi, Texas 78400

Subject: Request for Proposals for Condition Survey of the

Rail Bridge at the Grain Elevator

Dear Mr. Doe:

The Port of Corpus Christi Authority requests a proposal to conduct a condition survey for repairs to the rail bridge located adjacent to the Grain Elevator. This proposal should be broken down into two parts—the study and the preparation of plans, specifications, and contract documents.

The study should include, but not be limited to, the following:

- 1. Observations
- 2. Recommendations and Options
- 3. Cost Estimates
- 4. List of Contractors
- 5. Sketches and/or Pictures

Please contact me for additional information or questions with regard to this project. I can be reached at 361-885-6138.

Sincerely,

Greg Brubeck, P.E., Director of Engineering Services

### GB/mmm

cc: Frank C. Brogan
David L. Michaelsen
Sarah Garza
Project Manager



# REQUEST FOR QUALIFICATIONS ENGINEERING SERVICES FOR UPGRADE OF OIL DOCK 4 PORT OF CORPUS CHRISTI AUTHORITY

The Port of Corpus Christi Authority (PCCA) is currently accepting Statement(s) of Interest and Qualifications from interested engineering consultants for design and testing services for the upgrade of PCCA Oil Dock 4. Statements will be received by the PCCA Engineering Department until 5:00 p.m., October 15, 2010, at the PCCA office located at 222 Power Street, Corpus Christi, Texas 78401. This project involves evaluation, design, testing, and permitting services for upgrades to PCCA Oil Dock 4 in order for that dock to accommodate larger ships. The estimated cost for these services is approximately \$150,000.

Statement(s) of Interest and Qualifications must include Standard Form 330 as used by state and federal governments and may also include additional information at the discretion of the interested firms. A complete description of the scope of work, consultant selection process, consultant selection criteria, consultant selection committee, and submittal requirements may be obtained from Greg Brubeck, P.E., Director of Engineering Services, at 222 Power Street, Corpus Christi, Texas 78401. For further information, contact the PCCA's Chief Engineer David L. Michaelsen, P.E., at (361) 885-6164.

BY AUTHORITY OF THE PORT COMMISSION

PORT OF CORPUS CHRISTI AUTHORITY

BY:
Frank C. Brogan, P.E., R.P.L.S.

Deputy Port Director
Engineering, Finance and Administration



## REQUEST FOR QUALIFICATIONS ENGINEERING SERVICES FOR UPGRADE OF OIL DOCK 4 PORT OF CORPUS CHRISTI AUTHORITY

The Port of Corpus Christi Authority (PCCA) requests that interested engineering consultants submit Statement(s) of Interest and Qualifications for design and testing services for the upgrade of PCCA Oil Dock 4. Statements will be received by the PCCA Engineering Department until 5:00 p.m., October 15, 2010, at the PCCA office located at 222 Power Street, Corpus Christi, Texas 78401. This project involves evaluation, design, testing, and permitting services for upgrades to PCCA Oil Dock 4 in order for that dock to accommodate larger ships. The total estimated cost for services requested by this RFQ is approximately \$150,000.

#### SCOPE OF WORK

The PCCA seeks an engineering firm to conduct evaluation, design, and testing services for upgrades to Oil Dock 4 in order to accommodate the larger ships that currently call at that dock. As such, key objectives for the PCCA include balancing oil dock ship capacity increases with minimized construction costs, minimal disruption of dock service, and maintaining a close working relationship with dock users. The average frequency of ship traffic at Oil Dock 4 is one ship every four (4) days or less. The scope of work to be performed is generally described as follows:

- Analyze existing breasting and mooring structures to determine required improvements to accommodate vessels up to 150,000 DWT in size.
- Investigate channel-deepening effects on the Oil Dock 4 loading platform and existing breasting and mooring structures. Prepare preliminary conceptual analyses for future upgrades to Oil Dock 4 for a 52' draft berth.
- Design improvements to the existing breasting structures consisting of new conventional monopile breasting structures with ladders, handrailing, bollards, fender and chain mounting hardware, pile protection, anodes, and modifications to the existing catwalk.
- Design improvements to existing mooring structures consisting of new conventional monopile mooring structures.
- Contract with a geotechnical firm to provide soil borings and geotechnical recommendations for the proposed upgrades.
- Perform drivability analysis for multiple-pile and monopile structures. Develop static resistance to driving for use in analysis.
- Analyze and verify the locations of existing underground pipelines versus the proposed piling locations.

11/11

- Develop Construction Drawings and Technical Specifications and incorporate into the Contract Documents.
- Work with the PCCA and suppliers to develop a berthing speed and berthing angle recording display system that can be installed at multiple locations.
- Meet with the PCCA, pilots, users, line handlers, and others to gather input and coordinate schedules. Produce presentation drawings for use in meetings. Record and distribute meeting minutes to attendees.
- Assist in regulatory agency coordination and support services to obtain necessary permits.
- Design fender capacity, arrangement, and berthing analysis.
- Determine the affect any improvements will have on adjacent structures.
- Provide record drawings at the end of construction.

The consultant will provide technical assistance to PCCA staff during permit preparation and permit processing. Upon completion of draft and final products, the consultant will deliver complete reproducible drawings and documents, sealed by a Texas-registered Professional Engineer, for distribution. All work will be done in accordance with the PCCA Project Manual. The consultant will provide assistance as requested during the bidding and construction phases.

### CONSULTANT SELECTION PROCESS

The PCCA selection committee will review and evaluate the responses to the RFQ and select a short-list of firms based on the selection criteria listed below. The consultants on this short-list will be invited to make a presentation using members of their proposed team. This presentation will be limited to one hour and may be supplemented with visual aids and photos (slide and computer projection equipment and screen are available). The selection committee will evaluate the presentations and the submitted material to determine the successful candidate. Short-listed consultants will be notified as soon as a final selection has been made.

The selection committee will make recommendations to negotiate a scope of work with the selected firm. These services will be negotiated separately on an hourly or lump sum basis. Once a scope of work and fee schedule has been successfully negotiated with the selected consultant, the consultant selection and fee schedule will be presented to the Port Commission for approval. Upon authorization by the Port Commission, the PCCA will execute a contract with the selected consultant, and at that point, the consultant will begin work. It is currently anticipated that project management will be handled by the PCCA.

11/11 2

### CONSULTANT SELECTION CRITERIA

- 1. Qualifications of people assigned to the team and performing the work.
- 2. Recent experience of these people in designing similar facilities.
- 3. Professional capacity to accomplish the work in the scheduled time.
- 4. Location of team and involvement of local consultants.
- 5. Knowledge and experience of local conditions and facility operations.
- 6. Coordination and quality control of project products and documentation.
- 7. Computer-aided-drafting (CAD) capabilities of consultant.
- 8. Previous work experience for the PCCA.

### CONSULTANT SELECTION COMMITTEE

Greg Brubeck, P.E., Director of Engineering Services David L. Michaelsen, P.E., Chief Engineer David L. Krams, P.E., Manager of Channel Development

## SUBMITTAL REQUIREMENTS

Interested firms are requested to submit **four (4) copies** of their Statement(s) of Interest and Qualifications to David L. Michaelsen, P.E., Chief Engineer, Port of Corpus Christi Authority, 222 Power Street, Corpus Christi, Texas 78401. Statement(s) of Interest and Qualifications must include Standard Form 330 as used by state and federal governments and may also include additional information at the discretion of the interested firms. If you have any questions regarding the information requested or the solicitation process for this contract, please contact Dave Michaelsen, P.E., at (361) 885-6164.

11/11 3



Project No. 01-011A

March 10, 2010

To Interested Contractors

Subject: Request for Quotations to Construct a Boat Ramp at Bulk Dock 2

The Port of Corpus Christi Authority (PCCA) requests quotations from interested contractors for the installation of a new boat ramp. The site of the proposed work is located approximately 1/3 mile west of the old Tule Lake Lift Bridge site on the north side of the ship channel, between Bulk Docks 1 and 2. All quotations must be delivered to the PCCA at 222 Power Street, Corpus Christi, Texas, by 3:00 p.m., April 7, 2010. Quotations received after that time may not be accepted.

Lump sum quotations must include all labor, supervision, equipment, materials, insurance, overhead, profit, etc., to successfully complete the project. The PCCA will provide the timber piles and concrete riprap. With timely notification, the PCCA will load these items on the contractor's trucks at the PCCA yard. The contractor will furnish the trucking from the PCCA storage yard.

Attached are the design drawings for the project. Specifications for this project are included on the drawings.

The contractor is required to provide evidence of the following minimum insurance:

Workers Compensation	Statutory
General Liability	\$500,000
Business Automobile Liability	\$500,000
U.S. Longshore & Harbor Workers' Insurance	Statutory

Project requirements will be reviewed with potential contractors at the project site at 9:00 a.m., March 17, 2010. If you have any questions or need additional information concerning this project, please contact me at 361-885-6164. The PCCA looks forward to receiving your quotation.

Sincerely,

David L. Michaelsen, P.E. Chief Engineer

DLM/mmm Enclosures

cc: Frank C. Brogan Greg Brubeck Sarah Garza





#### PORT OF CORPUS CHRISTI AUTHORITY

## **SOLE SOURCE STATEMENT**

The undersigned hereby signs this Sole Source Statement pursuant to §60.412 of the Texas Water Code ("Water Code").

WHEREAS, the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), approved the execution of the contract or purchase order with (Insert name of Seller) (the "Contract") on (Insert date of commission meeting where approval took place); and

WHEREAS, the Contract is for the purchase of the item [as that term is defined in §60.402 of the Water Code)] described in the Contract (the "Item"); and

WHEREAS, to the best of the undersigned's knowledge, the Item can be obtained only from the source described in the Contract;

**NOW, THEREFORE**, the undersigned hereby states that to the best of the undersigned's knowledge, the Item can be obtained only from one source, namely, the source described in the Contract.

Signature:		
Printed Na	me:	
Title:	_	_
Date:		