

**SERVICE ORDER  
PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS  
MASTER SERVICES AGREEMENT NO. 18-06**

**PROJECT NAME:** Harbor Island Upland Master Plan  
**PROJECT NO. :**  
**SERVICE ORDER NO.:** 1  
**COMMENCEMENT DATE:** May 15, 2018

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas (“PCCA”) and Wood Environment & Infrastructure Solutions, Inc. (“Engineer”). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA’s Master Services Agreement No. 18-06 between PCCA and Engineer, as amended (“Agreement”). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

**1. Description of Specific Project:**

With the channel deepening project now underway and the entrance channel to Harbor Island expected to be completed by mid-2019, planning for the development of Harbor Island is needed. It is expected that Harbor Island development will include storage for petroleum exports. This project involves the master planning with regards to the best way to market and develop this facility, including the upland property owned by the Port at Harbor Island and the newly acquired right-of-way for a pipeline/utility easement.

**2. Services of Engineer (Scope of Services)**

**A. The specific services to be provided or furnished by Engineer under this Service Order are:**

set forth in “Part 1—Services” of **Exhibit A**, “*Engineer’s Services for Service Order*,” modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

### 3. Service Order Schedule

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

<b><u>Project Activity</u></b>	<b><u>Completed By</u></b>
Project Kick Off	June 8, 2018
Draft Deliverables	July 16, 2018
PCCA Review and Comment	July 31, 2018
Final Deliverables	August 10, 2018

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

Project deliverables will include the following:

- Basis of design report
- Plan view drawings of upland property and right-of-way
- Equipment list
- Process flow diagram
- Hydraulic design basis and profile
- Electrical drawings (single line electrical diagram)
- Mechanical drawings
- Permit matrix
- Air permit data

### 4. Method of Compensation

**A. PCCA shall pay Engineer for services rendered under this Service Order using the following method of compensation:**

Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

**B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: \$ N/A. In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any): \_\_\_\_\_.**

**C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is \$283,000 and includes Reimbursable Expenses.**

**D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:**

Description of Service	Amount
Study and Report Phase (AI.01 of Ex. A)	\$283,000
<b>ESTIMATED TOTAL COMPENSATION</b>	<b>\$283,000</b>

**E. The terms of payment are set forth in Article 4 of the Agreement.**

**5. Consultants retained or that will be retained as of the Commencement Date of the Service Order:**

None.

**6. Other Modifications to the Agreement or the Exhibits to the Agreement:**

Not Applicable.

**7. Exhibits or Attachments to this Service Order:**

None.

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

None.

**9. Terms and Conditions**

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

*[Signature page follows this page]*

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

**PCCA:**

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

By: \_\_\_\_\_

Name: Sean Strawbridge

Title: Chief Executive Officer

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

**Address for giving notice:**

222 Power Street  
Corpus Christi, Texas 78401  
Attention: Director of Engineering Services

**PCCA's Designated Representative:**

Sarah L. Garza

Title: Director of Environmental  
Planning & Compliance

Phone Number: (361) 885-6163

Facsimile Number: (361) 881-5161

E-Mail Address: sarah@pocca.com

**Engineer:**

**Wood Environment & Infrastructure  
Solutions, Inc.**



By: \_\_\_\_\_

Name: David R. Hoffman, P.E.

Title: Vice President

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

**Address for giving notice:**

17320 Katy Freeway  
Houston, Texas 77094

**Engineer's Designated Representative:**

David R. Hoffman, P.E.

Title: Vice President

Phone Number: (832) 809-9430

Facsimile Number:

E-Mail Address:  
[david.hoffman@woodplc.com](mailto:david.hoffman@woodplc.com)

**EXHIBIT A**  
**ENGINEER'S SERVICES FOR SERVICE ORDER**

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Scope of Services under this Service Order generally include:

- Master planning of upland property and related right-of-way

**PART 1—SERVICES**

**A1.01 *Study and Report Phase Services***

A. As Study and Report Services, Engineer shall:

1. Conduct kick off meeting with PCCA and customer(s) to identify potential scope of the operations to be conducted at the Harbor Island property.
2. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
3. Through coordination with PCCA, develop up to 3 conceptual draft layouts of the terminal and right-of-way for consideration and comment by PCCA.
4. Develop the Basis of Design Packages with sufficient detail to document development of a conceptual design for both the upland and right of way. The design package will include:
  - a. High quality plot plan view drawing showing the location of the terminal, desalination infrastructure, docks, roads, security, and pipelines.
  - b. Layout drawings showing grading, roads, location of tank berms, tank and major equipment foundations, desalination infrastructure, and dock area. Dock area detail will be provided to Engineer by PCCA.
  - c. Preliminary equipment list.
  - d. Process flow diagram (PFD) for terminal showing size in horsepower (HP) of major pumps and other energy consuming equipment.
  - e. Update to existing desalination plant PFD showing size in HP of major pumps and other energy related equipment.
  - f. Hydraulic design basis and profile.

- g. Electrical drawing, to be a single line diagram showing anticipated loads for the major energy consuming equipment.
  - h. Basic mechanical layout drawings for piping, loading arms, and other major mechanical equipment.
  - i. Permit matrix.
  - j. Air emissions information necessary to complete an air permit.
5. Conduct up to two additional formal meetings at PCCA with appropriate staff and customers and coordinate throughout the project informally through exchange of information via email or by phone.
  6. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to PCCA's Specific Project requirements, and preparation of a related report.
  7. Review available survey, geotechnical, environmental, and other data and recommend additional investigations, studies, tests, professional services that may be required to support design of the alternatives.
  8. Develop a master plan report that will describe the following and be of sufficient quality to market the facility to prospective clients, and include finally agreed to detail from item 2 above:
    - a. Project description and rationale.
    - b. Technical basis of design.
    - c. Infrastructure improvements.
    - d. Site development strategy.
    - e. Permitting strategy.
    - f. Security strategy.
  9. Pursuant to the Service Order schedule, furnish review copies of the Report and any other Study and Report Phase deliverables to PCCA, and review it with PCCA. PCCA shall submit to Engineer any comments regarding the furnished items within the time established in the Service Order schedule.

10. Pursuant to the Service Order schedule, revise the Report and any other Study and Report Phase deliverables in response to PCCA's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the PCCA.
11. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to PCCA the revised Report and any other Study and Report Phase deliverables.

**EXHIBIT A-1 TO SERVICE ORDER NO. 1  
OF MASTER SERVICES AGREEMENT NO. 18-06**

**Standard Hourly Rates – WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, LLC**

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The Standard Hourly Rate Schedule for Services performed by Engineer under this Service Order is:

<u>Title</u>	<u>Billing Rate</u>
Principal	\$220
Senior Associate	\$210
Associate	\$191
Senior 2	\$174
Senior 1	\$156
Technical 3	\$128
Technical 2	\$115
Admin 4	\$82