

**REQUEST FOR QUALIFICATIONS  
FOR  
Planning Support Services for Master Plan Updates**



**PORT HOUSTON<sup>SM</sup>**

**Facility Planning**

**June 2026**

**PORT OF HOUSTON AUTHORITY**  
**REQUEST FOR QUALIFICATIONS**

**FOR**

**Planning Support Services for Master Plan Updates**

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**Facility Planning**

**June 2026**

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# Section 1

## Request for Qualifications

**PORT OF HOUSTON AUTHORITY**  
**REQUEST FOR QUALIFICATIONS (RFQ) TO PERFORM**  
**Planning Support Services for Master Plan Updates**

**1. INTRODUCTION**

The Port of Houston Authority of Harris County, Texas ("PHA") is issuing this Request for Qualifications (RFQ) to identify a vendor that will meet PHA's requirements for quality, service, and value for the project described herein (the "Project"). Firms, entities, or individuals answering this RFQ ("Respondents") should submit all requested information in accordance with the instructions, specifications, and evaluation criteria described herein and available through PHA's eProcurement system, accessible at <https://port-of-houston-authority.public-portal.us.workdayspend.com/> ("Response"). Responses shall be at no cost to PHA and shall become the property of PHA upon submission and will not be returned.

PHA maintains a strict policy to avoid potential conflicts of interest arising from overlapping roles that could bias a contractor's judgment or create an unfair competitive advantage. Any entity (including its subsidiaries and affiliates) that participated previously in any part of the project's design is excluded from performing for that same project or resulting projects, as a prime contractor/consultant or a sub-contractor/sub-consultant: (a) material testing and (b) any construction resulting from the design work. Exceptions may be made only if PHA determines that no such conflicts exist and expressly approves the performance of material testing or construction work. Any such determination and approval shall be in PHA's sole and absolute discretion.

A sample contract for this Project is attached as **Exhibit No. 2**. As set forth in Section 11.18 of the sample contract, *any party that enters into a contract with PHA shall comply with (and cause its employees, subcontractors, agents, and other workforce to comply with) all applicable federal, state, local, and PHA security rules and regulations and all applicable training and licensing requirements, including, without limitation, the facility access regulations set from time to time by PHA, all applicable rules and regulations of the Transportation Worker Identification Credential ("TWIC") program, and all requirements pertaining to the protection of "Sensitive Security Information" as set forth in 49 CFR 1520.*

**2. COMMUNICATIONS WITH PHA**

Except to the extent otherwise set forth in the RFQ, communication with PHA shall be only through Workday and shall be within the time limits set forth in the RFQ.

If applicable, a pre-proposal conference to review the project requirements and discuss PHA's expectations will be conducted at a date and time identified in Workday. Registration is required to attend the pre-proposal conference and may be completed at the registration link available through Workday.



Questions regarding the Response submission process should be directed to PHA's Strategic Sourcing department at [FormalProcurements@porthouston.com](mailto:FormalProcurements@porthouston.com).<sup>1</sup>

Questions regarding the meaning of any project requirement or identification of any error, omission, inconsistency, discrepancy, or other problem in the RFQ, must be submitted through [Bids - Workday Strategic Sourcing](#) no later than **5:00 p.m. Central Time on the day of the Supplier Question Deadline** indicated in Workday.

PHA will respond to timely submitted questions and issues by posting its response on Workday for all Respondents. If PHA determines that a response affects the project requirements or otherwise requires a change to the RFQ, PHA will issue an addendum through Workday. No explanation, interpretation, correction, or other communication not issued through Workday by PHA shall be binding on PHA.

Any error, omission, inconsistency, discrepancy, or other problem not timely raised before submission of a Response may be resolved by PHA in its sole discretion, and no Respondent shall be entitled to any adjustment in price, time, or damages arising from such issue.

No Lobbying. Except as provided in the Standards for Employee Interaction with Interested Parties and/or in accordance with the Procurement Policy (both available at <https://porthouston.com/about/governance/policies-procedures-standards/>), any potential Respondents or parties otherwise interested in the RFQ shall not communicate with PHA employees or Port Commissioners regarding the RFQ during the period commencing on public issuance of the RFQ and ending when PHA posts public notice of the agenda for the meeting during which the RFQ is scheduled for Port Commission action. PHA may disqualify the Response of any Respondent who violates this no-lobbying rule, or otherwise violates PHA's standards.

### **3. RESERVATION OF RIGHTS OF PHA**

PHA reserves the right, at its sole discretion, to structure, modify, and award the work described in this RFQ in a manner that best serves PHA's interests. This includes, without limitation, the right to (a) divide the overall scope into multiple separate projects or phases, (b) combine multiple projects or scopes into a single contract, (c) shortlist Respondents for consideration across one or more projects or groupings of projects, and (d) award contracts to one or more Respondents for the same or different portions of the work. PHA may make selections and awards in whole or in part, in any combination, based on qualifications, project needs, and other factors deemed relevant.

PHA reserves the right to, at any time, abandon or terminate its efforts to contract for any or all of said services without any obligation to any Respondent.

PHA reserves the right to accept or reject any or all Responses and waive formalities to best serve the interests of PHA. In case of ambiguity or lack of clarity in any Response, PHA reserves the right to consider the most advantageous construction of, or to reject, the Response. By way of example only:

- Responses not conforming exactly to the RFQ, including submission of required attachments, questionnaires, and worksheets, may be rejected.
- Responses submitted after the Response Submission Deadline as identified in Workday will not be considered.

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<sup>1</sup> Please note that [procurementproposals@porthouston.com](mailto:procurementproposals@porthouston.com) will no longer be monitored, used to answer questions, or accepted as a submission method for Responses.

- If more than one Response from an individual, firm, partnership, corporation, or joint venture, or combination thereof under the same or different names is submitted, all such Responses may be rejected.
- PHA may cancel the RFQ.
- PHA may issue a subsequent RFQ.
- PHA may remedy technical errors in the RFQ or the solicitation process.
- PHA may waive formalities and irregularities.

PHA reserves the right to contact any Respondent for clarification after Responses have been received.

#### **4. PROJECT DESCRIPTION AND MINIMUM REQUIREMENTS**

PHA is seeking professional services to update the master plans for its facilities and properties.

Port Houston has previously developed master planning concepts for its container and other cargo facilities. However, future planning must more directly incorporate current operating conditions, field-verified infrastructure constraints, operational requirements, real estate limitations, active and planned capital projects, changing cargo demand, technology shifts, and practical implementation considerations.

The updated master planning program should enable PHA to evaluate each facility both individually and as part of an integrated port-wide operating system. The objective is to develop realistic, actionable, and coordinated planning recommendations that support long-term capacity, operational efficiency, infrastructure investment, and strategic growth across PHA facilities.

A site map of the facilities is attached as **Exhibit No. 1**.

The selected Respondent(s) must be comprised of highly qualified professionals with demonstrated experience in port, maritime, industrial, transportation, logistics, real estate, and infrastructure master planning. A Respondent's team must be capable of performing the full scope of work required for this solicitation, including facility assessment, operational analysis, infrastructure planning, land use evaluation, cargo and capacity planning, phasing, cost estimating, stakeholder engagement, and development of practical implementation recommendations.

At a minimum, a Respondent must demonstrate recent and relevant experience leading or supporting master planning efforts for operating port, maritime, industrial, intermodal, or logistics facilities where recommendations were required to account for active operations, constrained real estate, existing infrastructure conditions, cargo growth, stakeholder input, capital project sequencing, and phased implementation. Experience with container terminals, general cargo facilities, bulk or breakbulk operations, rail and truck circulation, utility and drainage infrastructure, facility redevelopment, and capital improvement planning is preferred.

Where the scope of work requires professional engineering, architectural, landscape architectural, land surveying, or other regulated professional services, such services must be performed by individuals and/or firms properly licensed or registered in the State of Texas, as applicable. Engineering services must be performed under the responsible charge of professional engineers licensed in accordance with Chapter 1001 of the Texas Occupations Code. Architectural services, if required, must be performed by professionals registered in accordance with Chapter 1051 of the Texas Occupations Code.

Landscape architectural services, if required, must be performed by professionals registered in accordance with Chapter 1052 of the Texas Occupations Code. Land surveying services, if required, must be performed by registered professional land surveyors in accordance with Chapter 1071 of the Texas Occupations Code.

A Respondent must identify all key personnel, their proposed roles, relevant qualifications, professional licenses or registrations, and experience on comparable projects. The Respondent must also identify any subconsultants proposed to provide specialized services, including, but not limited to, marine terminal planning, civil engineering, transportation planning, environmental planning and permitting, cost estimating, GIS/CAD support, market or cargo forecasting, real estate analysis, and stakeholder facilitation.

Failure to provide evidence of required licensing, registration, qualifications, and relevant project experience may result in the Respondent being deemed non-responsive or otherwise eliminated from further consideration.

## **5. SCOPE OF SERVICES**

The general nature of services and work required under this solicitation includes professional planning, engineering, operational, transportation, market, environmental, real estate, cost estimating, scheduling, and implementation support for updates to PHA's facility master plans. Services may be authorized through individual task orders and may address one facility, multiple facilities, a specific technical issue, a cargo type, a strategic property, or a port-wide planning need.

The selected Respondent(s) may be required to provide services that include, but are not limited to, the following:

- a) Program mobilization, project management, schedule development, task-order coordination, quality control, progress reporting, and maintenance of decision logs, assumptions logs, risk registers, and other project controls.
- b) Data collection, document review, field verification, existing conditions assessment, and preparation of current GIS/CAD base mapping, facility inventories, constraint maps, and data gap analyses.
- c) Market, cargo, customer, vessel, trade lane, and supply chain assessments to support planning assumptions, scenario development, facility requirements, and long-term investment decisions.
- d) Stakeholder engagement with PHA departments, terminal operations, maintenance, commercial, real estate, finance, environmental, security, technology, project delivery, executive leadership, and other internal or external stakeholders as directed by PHA.
- e) Operational assessments and capacity analyses for container, multipurpose, breakbulk, general cargo, project cargo, warehousing, laydown, truck, rail, gate, berth, yard, equipment, reefer, utility, and support systems.
- f) Development of facility-specific and port-wide planning alternatives, including land use strategies, yard optimization concepts, grounded storage opportunities, Bayport South and adjacent property strategies, gate and OCR improvements, internal circulation concepts, rail interface planning, and cargo handling equipment and technology strategies.

- g) Planning-level evaluation of utilities, power, drainage, pavement, resiliency, sustainability, security, communications, automation readiness, and other infrastructure requirements needed to support future terminal operations and capital investment.
- h) Coordination of landside planning with waterside, wharf, berth, fendering, dredging, vessel access, marine interface, environmental, regulatory, permitting, real estate, and agency coordination considerations.
- i) Development, evaluation, and refinement of alternatives using transparent criteria such as operational performance, capacity, safety, customer service, cost, constructability, environmental and permitting risk, resiliency, real estate feasibility, schedule, phasing, implementation complexity, and strategic alignment.
- j) Preparation of planning-level cost opinions, schedule logic, phasing plans, capital project candidate lists, business case support, implementation roadmaps, executive summaries, Commission-ready presentations, stakeholder materials, and final master plan documentation.
- k) On-call planning, project scoping, technical review, quick-turn analysis, grant-support materials, executive briefing support, and implementation assistance for emerging PHA, capital projects, stakeholder requests, or follow-on studies.

Port Houston may authorize all, some, or portions of the services described above through individual task orders. The scope, level of detail, schedule, deliverables, and required disciplines for each assignment will be defined by PHA at the task-order level.

The detailed Scope of Services and Deliverables is attached as **Exhibit No. 3**.

## 6. **RESPONSE PREPARATION INSTRUCTIONS**

### a. **General**

- i. Workday Registration. Respondents must submit their Responses through [Workday at Bids - Workday Strategic Sourcing](#) in the manner, format, and by the Response Submission Deadline specified in Workday in order to be evaluated.
- ii. **Do not include proposed fee, rates, compensation amounts, billing rates, multipliers, reimbursable costs, or other pricing information in the Response.** Respondents may describe staffing approach, proposed roles, anticipated availability, and level of involvement of key personnel; however, no cost, rate, fee, or compensation information shall be included unless specifically requested by PHA during a subsequent negotiation or task-order process.
- iii. A complete Response will include the following components. The requirements for each component are explained in further detail in Section 6(b)-(g) of this RFQ.
  - Qualifications Statement (see Section 6(b))
    - Technical approach, project understanding, project management approach, team organization, relevant experience, work samples, and other benefits, to be included within the Qualifications Statement unless otherwise directed
  - Appendix (see Section 6(c))
    - Résumés of Key Personnel

- Proof of current professional licenses and registrations required for any regulated service proposed by Respondent, including Texas Professional Engineer registration and any other applicable Texas professional registrations, as applicable
- Addenda acknowledgements, if required by Workday
- Required forms, certifications, and acknowledgements, if applicable
- Contract Exceptions (see Section 6(d))
- Conflict of Interest Questionnaire (see Section 6(e))
- Disclosure of Former PHA Employees (see Section 6(f))
- PHA Policy Acknowledgement (see Section 6(f))

**b. Qualifications Statement**

- i. Under the Requested Documents section in Workday, Respondent must upload a Qualifications Statement that addresses at least the following categories (b(ii)-(iv)) and does not exceed 15 pages of written, photographic, or graphic material. Unless otherwise stated, the page limit excludes the cover page, table of contents, tabs/dividers, résumés, required forms, licenses, registrations, and contract exceptions. Except as otherwise required herein, Respondent should format its Qualifications Statement to demonstrate effective organization, presentation, and communication capabilities and include specific detail regarding Respondent's capabilities and proposed approach to performing the services.

The Qualifications Statement should demonstrate Respondent's understanding of PHA's planning context, operating facilities, task-order delivery needs, stakeholder environment, and need for practical, implementable master planning recommendations.

- ii. Project Experience

List projects completed or substantially performed by the proposed entity, key personnel, and/or proposed subconsultants within the last ten years, with emphasis on work completed within the last five years, that include the same or similar services that are required for the Project described in this RFQ. **DO NOT LIST REFERENCES FROM TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) OR PHA, AS NEITHER AGENCY PROVIDES REFERENCES.** Respondent may identify relevant TxDOT or PHA projects as project experience, if applicable, but shall not list TxDOT or PHA as reference contacts.

For each listed project, include the following:

1. Project name and location
2. Summary of project scope of work performed and planning scope, capital program value, construction cost, or estimated implementation value, as applicable
3. Completion date or current status if the project is ongoing
4. Project owner/contact (telephone number and email address)
5. Key personnel proposed for this RFQ who worked on the project and their roles

6. Relevance to this RFQ, including port, maritime, terminal planning, operational analysis, capacity modeling, infrastructure planning, real estate, environmental, implementation, or task-order delivery experience, as applicable

Respondent should include examples of comparable master plans, terminal planning studies, capacity analyses, alternatives evaluations, implementation roadmaps, executive presentations, planning graphics, or technical memoranda that demonstrate the Respondent's ability to produce decision-ready work products.

### iii. Project Team Organization

Include a chart that outlines the organizational approach to the project and identifies the proposed key personnel with their roles in planning, technical analysis, stakeholder coordination, quality control, administration, and management.

Respondent's proposed personnel should include qualified individuals with demonstrated experience on projects of similar size, complexity, and scope. At a minimum, the proposed team must include: (1) a Principal or other senior representative with authority to commit the resources of the firm to the project; and (2) a Project Manager responsible for day-to-day coordination, communication, schedule management, task-order delivery, quality control coordination, and overall execution of the work.

The Project Manager should have demonstrated experience managing complex planning, infrastructure, port, maritime, transportation, industrial, logistics, or comparable multi-disciplinary projects. The Project Manager is not required to be a licensed professional; however, any professional engineering, architectural, surveying, landscape architectural, or other regulated services must be performed under the responsible charge of appropriately licensed or registered professionals in the State of Texas, as applicable.

Respondent shall identify discipline leads for key service areas, as applicable, including port and terminal planning, operations, transportation, rail, marine infrastructure, utilities, environmental planning/permitting, real estate, market/cargo forecasting, cost estimating, scheduling, GIS/CAD, visualization, and stakeholder facilitation.

Identify the current workload and responsibilities of each proposed key person and their availability to work on this project. Respondent's proposed personnel are expected to be available specifically for this project, and by submitting a Response, Respondent confirms such availability. Key personnel identified in the Response shall not be substituted without prior written approval from PHA.

To the extent Respondent proposes to include subconsultants or other entities for the project, identify which functions the prime consultant (Respondent) will perform, which functions will be shared with a subconsultant or other entity, and which functions a subconsultant or other entity will perform. Indicate the percentage share of the contract work to be performed by each team member. Respondent should also describe how the prime consultant will manage subconsultants, maintain accountability, and ensure continuity across task orders.

### iv. Performance Plans

Performance Plan. Detail the methods to be employed in performance of each facet of consultant responsibility. Include a summary of what needs to be done to accomplish the goals

of this project. The Performance Plan should address Respondent's technical approach to master planning, existing conditions validation, stakeholder engagement, operational and capacity analysis, alternatives development, implementation planning, cost and schedule support, executive communication, and task-order delivery.

QA/QC Plan. Include a project-specific QA/QC plan with assigned roles and responsibilities that will be used during all phases of the work. The QA/QC Plan should address technical review, interdisciplinary coordination, model validation, document review, comment resolution, and quality control for maps, graphics, reports, schedules, cost opinions, and other deliverables.

PHA-Communication Plan. Include a plan for communicating with PHA during the contract term. The Communication Plan should address regular progress reporting, issue escalation, meeting cadence, stakeholder coordination, decision logs, action item tracking, and executive-level communication.

Planning and Task-Order Schedule. Include a representative schedule in Gantt chart format that demonstrates Respondent's approach to task-order initiation, data collection, existing conditions validation, stakeholder engagement, alternatives development, review milestones, decision gates, draft deliverables, final deliverables, and closeout. Design milestones such as 30%, 60%, and 100% submissions should only be included where design services are specifically authorized by PHA.

Data Management and Digital Deliverables Plan. Include Respondent's approach to managing data, assumptions, base mapping, GIS/CAD files, version control, editable source files, and digital deliverables across a multi-year, task-order-based planning program.

v. Other Benefits

Describe any benefits that PHA will realize in selecting Respondent for the Project. Benefits may include unique or specialized processes or organization, staff qualifications, capabilities, safety or environmental considerations, best practices, or other factors that distinguish Respondent from others. Limit answers to one page.

**c. Appendix**

Under the Requested Documents section in Workday, Respondent must upload the following as one document titled "Appendix":

i. Key Project Personnel Résumés

Submit detailed résumés for each key person Respondent proposes to staff on the Project. Résumés should include project-specific qualifications and responsibilities.

ii. Professional Licenses and Registrations

Submit legible copies of current Texas professional licenses or registrations required for any regulated services proposed by Respondent, including professional engineering, architectural, surveying, landscape architectural, or other regulated professional services, as applicable. The Project Manager is not required to be a licensed professional unless the Project Manager is also serving in a regulated professional role.

iii. **Additional Response Documentation**

Submit additional documentation required by Workday or this RFQ, which may include addenda acknowledgements, required certifications, policy acknowledgements, participation documentation, forms, or other supporting documentation requested by PHA. Do not include proposed fees, billing rates, multipliers, reimbursable costs, or other pricing information in the Appendix.

d. **Contract Exceptions**

PHA neither desires to nor will participate in protracted negotiations regarding a written agreement, however Respondent may suggest revisions to PHA's sample contract, attached hereto as **Exhibit No. 2**. If Respondent desires to propose Contract Exceptions, Respondent must upload such exceptions as one separate document titled Contract Exceptions under the Requested Documents section of Workday. If Respondent does not take any Contract Exceptions, Respondent should indicate "No Contract Exceptions" as directed in Workday.

By submitting a Response, Respondent agrees to be bound by the terms and conditions of PHA's proposed contract to which Respondent does not take exception in its Response.

e. **Conflict of Interest Questionnaire**

Under Chapter 176 of the Texas Local Government Code, a vendor doing business with PHA may have to file Form CIQ, Conflict of Interest Questionnaire. The form is for disclosing certain relationships between the vendor and a local government officer, or that officer's family members. Respondent is charged with notice of the Conflict of Interest Questionnaire requirements contained in Local Government Code, Chapter 176, even if Respondent does not have a "business relationship," as defined by Section 176.001(1-a), to disclose.

The "Conflict of Interest Questionnaire" may be downloaded from Workday with this RFQ. Respondent must upload the signed form as a document titled Conflict of Interest Questionnaire under the Requested Documents section of Workday.

f. **Questionnaires**

Respondent must answer the following questionnaires within the Response Sheet section of Workday:

i. **Disclosure of Former PHA Employees**

PHA's Code of Ethics (available at <https://porthouston.com/governance/policies-and-procedures/>) requires Port Commission approval before PHA may enter into any contract (other than a contract subject to competitive bids) with a person employing or represented by a former PHA employee who, within the preceding 12 months, worked for PHA on a matter related to the proposed contract. To assist PHA in determining whether this requirement applies, Respondent must identify any of Respondent's employees who, within the 12 months preceding the date of the Response, were employed by PHA.

ii. **PHA Policy Acknowledgement**

Respondent is responsible for obtaining and reviewing certain PHA policies, program information, and guidelines available at <https://porthouston.com/governance/policies-and-procedures/>.



**g. Responsiveness**

PHA may deem a Response non-responsive if Respondent fails to submit required documents, includes fee or pricing information where prohibited, fails to provide required licensing or registration information for regulated services, fails to identify key personnel and subconsultants, or otherwise fails to comply with the requirements of this RFQ.

**7. SELECTION PROCESS**

**a. Process**

Unless it elects to reject all Responses, PHA will select one or more Respondents that PHA determines to be the most highly qualified service provider(s), considering the demonstrated competence and qualifications to perform the services.

PHA may, in its sole discretion, select and award contract(s) to a single Respondent, select and award contract(s) to multiple Respondents, establish a pool of qualified Respondents, conduct interviews or presentations, request clarifications, request additional information, or take any other action PHA determines necessary to complete the evaluation and selection process. PHA is not obligated to select any minimum or maximum number of Respondents.

After completion of the evaluation and ranking process, PHA staff will select the Respondent(s) deemed by PHA to be the most highly qualified service provider(s) and may initiate negotiations with the selected Respondent(s) regarding the detailed scope of services and fees to be included in one or more proposed contracts, professional services agreements, master agreements, work authorizations, or task-order-based agreements, as applicable. PHA may consider regional design fee guidelines and other references to determine reasonableness of price.

If more than one Respondent is selected, PHA may negotiate with selected Respondents sequentially, concurrently, or in any order determined by PHA to be in its best interest, subject to applicable procurement requirements.

If PHA is unable to negotiate a proposed contract with a selected Respondent that is satisfactory to PHA in its discretion, PHA shall formally, and in writing, end negotiations with that Respondent. PHA may then designate the next remaining most highly qualified Respondent or may continue negotiations with other selected Respondents, as applicable. If a proposed contract is again not negotiated, such process may continue until a proposed contract is successfully negotiated, until all Respondents are rejected, or until PHA otherwise determines that it is in its best interest to cancel, modify, or reissue the solicitation.

Selection or qualification of a Respondent does not guarantee the award of a contract, issuance of any task order, assignment of any minimum amount of work, or distribution of work among selected Respondents. Any task order, work authorization, amendment, or assignment of work will be issued at PHA's discretion based on factors that may include qualifications, relevant expertise, availability, capacity, past performance, conflicts of interest, schedule requirements, funding availability, task-specific scope, and PHA's operational and business needs.

PHA may assign task orders directly to a selected consultant, request task-order proposals from one or more selected consultants, or use another task-order assignment process determined by PHA to be appropriate for the specific work. PHA is not required to distribute task orders equally among selected consultants.

A contract is not binding until it is executed by both PHA and the Respondent and the availability of funds required by the contract is certified by the appropriate financial officer of PHA. In addition, if approval by the Port Commission is required by applicable law or by PHA, a contract is not binding until it is approved by the Port Commission voting in public session.

PHA reserves the right to reject any or all Responses, waive minor informalities or irregularities, cancel or modify this RFQ, request clarifications, conduct discussions or interviews, revise the scope of services, and take any other action permitted by applicable law and determined by PHA to be in its best interest.

**b. Evaluation Criteria**

PHA will select the most highly qualified Respondent(s) based on demonstrated competence and qualifications to perform services required under this RFQ. PHA may select one Respondent or more than one Respondent, at PHA's sole discretion, based on the evaluation results, the range of required services, the qualifications of the Respondents, and PHA's anticipated task-order needs.

Responses will be evaluated based on the following criteria and relative weights, together with the results of any clarifications, discussions, interviews, reference checks, and any other matters PHA is authorized to consider under the RFQ and applicable law:

**i. Relevant Experience and Past Performance (25%)**

- Demonstrated experience performing master planning, port planning, marine terminal planning, infrastructure planning, transportation planning, industrial/logistics planning, real estate planning, or comparable professional services of similar size, scope, and complexity.
- Recent and relevant experience with operating port, maritime, container, multipurpose, breakbulk, general cargo, intermodal, logistics, or industrial facilities.
- Demonstrated ability to develop practical planning recommendations that account for active operations, constrained real estate, infrastructure conditions, stakeholder input, cargo growth, capital project sequencing, and phased implementation.
- Quality of past performance on PHA projects and projects for other entities, including responsiveness, reliability, schedule performance, client satisfaction, and quality of work products.

**ii. Key Personnel, Team Organization, and Availability (25%)**

- Qualifications, relevant experience, and availability of the proposed Project Manager, key personnel, discipline leads, and subconsultants.
- Depth and appropriateness of the proposed team for the anticipated scope, including port and terminal planning, operations, transportation, rail, marine infrastructure, utilities,

environmental planning/permitting, real estate, market/cargo forecasting, cost estimating, scheduling, GIS/CAD, visualization, and stakeholder facilitation, as applicable.

- Clarity of team organization, roles, responsibilities, prime/subconsultant coordination, and accountability for task-order delivery.
- Capacity of proposed personnel to support multiple task orders, expedited assignments, executive requests, and concurrent work activities, if required.

**iii. Technical Approach and Understanding of the Work (35%)**

- Demonstrated understanding of PHA's planning objectives, operating environment, cargo facilities, infrastructure constraints, stakeholder needs, and need for practical, implementable recommendations.
- Quality, clarity, and practicality of the proposed approach to master planning, existing conditions validation, stakeholder engagement, operational and capacity analysis, alternatives development, cost and schedule support, phasing, and implementation planning.
- Ability to evaluate individual facilities while also considering their role within an integrated port-wide operating system.
- Ability to produce clear, decision-ready reports, maps, graphics, presentations, implementation roadmaps, and executive-level materials.

**iv. Project Management, Communication, and Quality Control (10%)**

- Proposed approach to managing a multi-year, task-order-based professional services contract, including task-order initiation, scoping, staffing, scheduling, progress reporting, and closeout.
- Quality and practicality of the proposed communication plan, including meeting cadence, issue escalation, decision tracking, stakeholder coordination, and executive-level communication.
- Strength of the proposed QA/QC approach, including interdisciplinary review, technical validation, comment resolution, and deliverable quality control.
- Approach to maintaining continuity across task orders through consistent assumptions, base mapping, data management, version control, and editable digital deliverables.

**v. Responsiveness, Compliance, and Other Benefits (5%)**

- Responsiveness to the RFQ requirements and completeness of the Response.
- Clarity, organization, professionalism, and brevity of the Response.
- Compliance with required forms, acknowledgements, licensing documentation, conflict disclosures, and other submission requirements.
- Other unique benefits, specialized capabilities, tools, methods, best practices, or innovations that may provide value to PHA.

PHA reserves the right to reject any or all Responses, waive minor informalities, request clarifications or additional information, conduct interviews or presentations, check references, and consider any other information permitted by the RFQ and applicable law. Selection or qualification

of a Respondent does not guarantee the award of a contract, issuance of any task order, or assignment of any minimum amount of work.

**c. Compliance Requirements; Applicable Laws**

- i. By submitting a Response, Respondent agrees to be bound by the general terms of PHA's sample contract, attached hereto as **Exhibit No. 2**.
- ii. State of Texas Authorized; No Assignment. Respondent must be authorized and validly existing under the laws of its state of organization. Any Respondent selected for award of this RFQ must be authorized by the State of Texas to conduct business in Texas at the time of entering into its contract with PHA. If a selected Respondent is not so authorized, PHA reserves the right to rescind the award. No Respondent may assign its rights or obligations under the Response to any other party.
- iii. Disclosure of Interested Parties. Under Government Code section 2252.908 (Disclosure of Interested Parties), before entering into a contract, change order, or amendment with PHA that requires a vote or action by the Port Commission, the contracting party must complete and return a Certificate of Interested Parties form (Form 1295) and certification of filing to PHA at the time the contracting party submits the signed contract, change order, or amendment to Port Houston. PHA will contact the contracting party after contract award to initiate this process and thereafter as required. For more information concerning the disclosure requirements, please visit <https://www.ethics.state.tx.us>.
- iv. Non-Discrimination Mandate. It is the long-standing policy of PHA to prohibit discrimination based on race, color, sex, religion, national or ethnic origin, age, or disability, and including any other status protected by applicable law, in all operations at Port Houston, including the award of, or participation in, PHA contracts. PHA will not participate in any program, award contracts to, nor conduct business with, any individual or entity that is found to knowingly discriminate against persons on the basis of race, color, sex, religion, national or ethnic origin, age, or disability, and including any other status protected by applicable law.
- v. Contracting Participation and Reporting Requirements in PHA Procurements
  - (1) Contracting Participation Programs. PHA promotes business opportunities for all sectors of the community. PHA has established programs and organizational goals relating to vendor participation in PHA prime contracts and subcontracts. These programs and goals are referred to herein as the "Program."
  - (2) Reporting and Other Contractual Requirements. The successful Respondent shall enter into a contract with PHA that contains reporting and other contractual requirements related to the Program. By submitting a Response, Respondent agrees to be bound by those reporting and other contractual provisions related to the Program.
  - (3) Aspirational Efforts. PHA encourages Respondents to:
    1. Place qualified small businesses on subcontractor and supplier solicitation lists.
    2. Attempt to solicit small businesses whenever they are potential participants in the work.

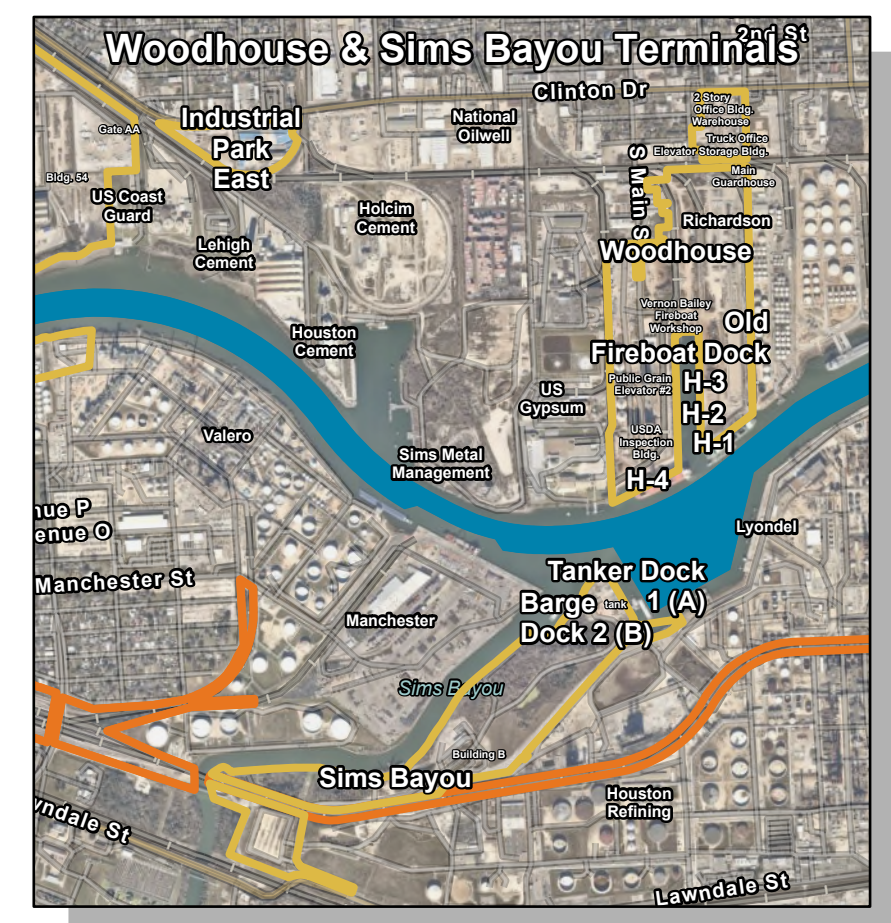
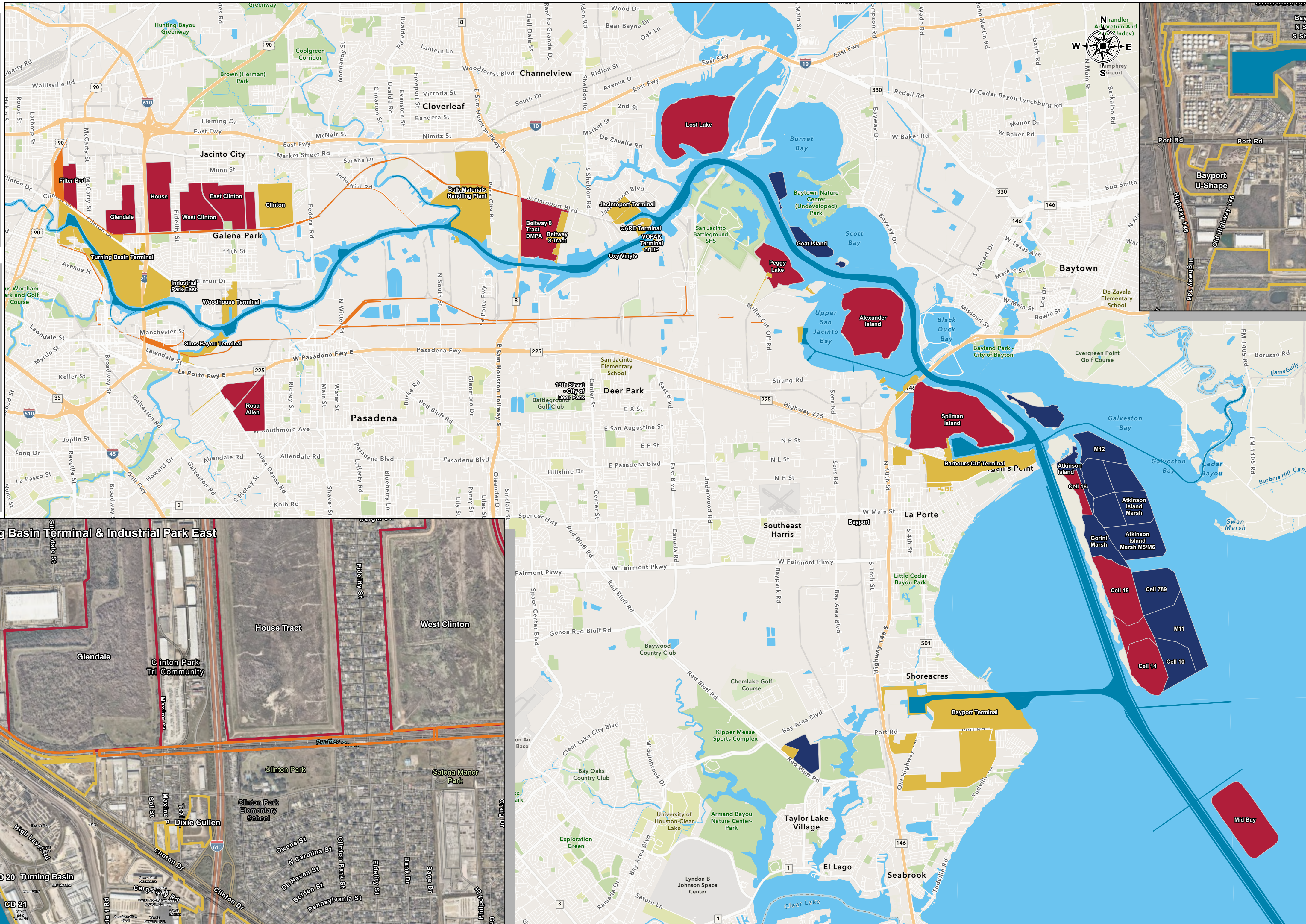
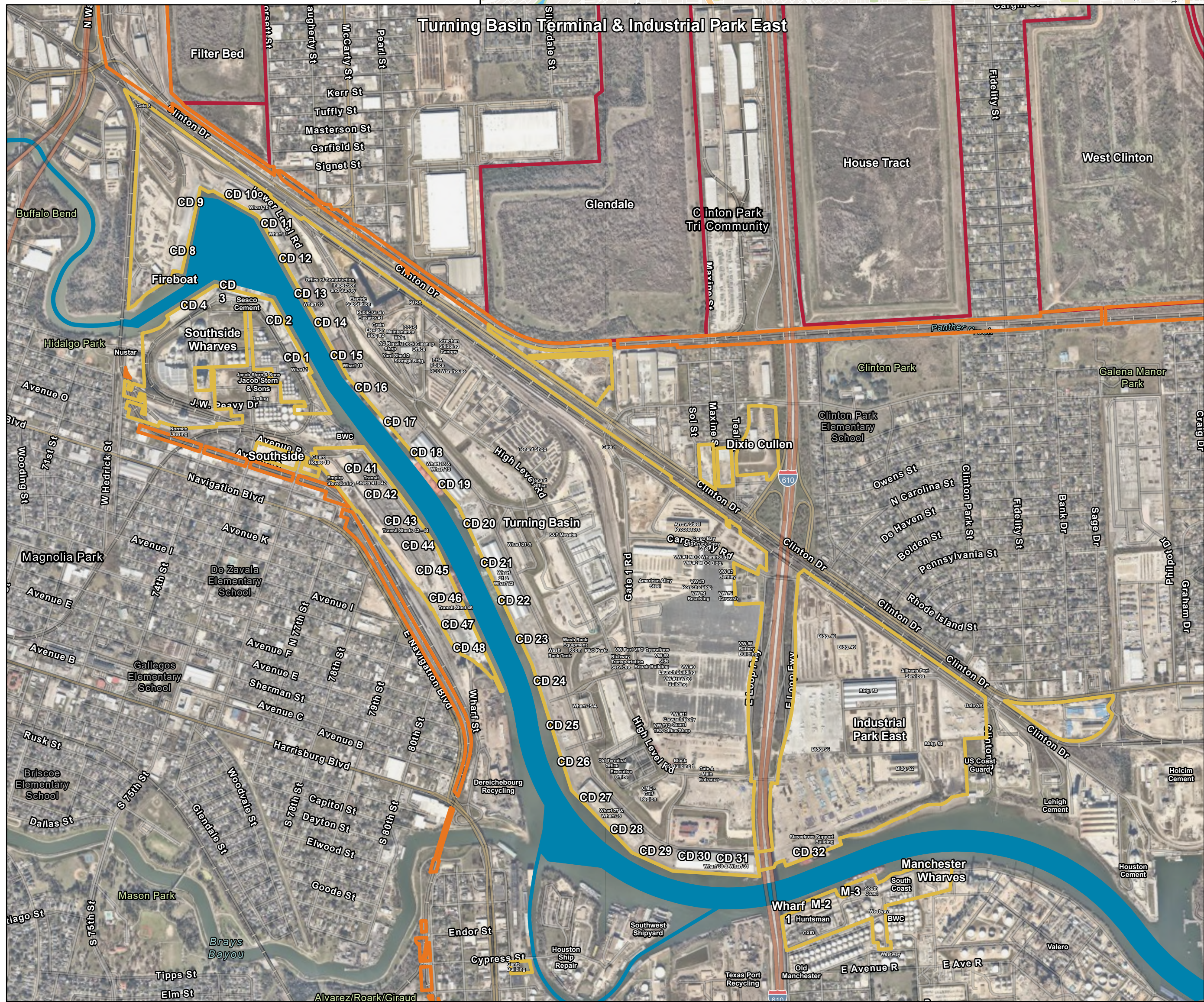
3. Divide total work requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses.
  4. Establish delivery schedules, where requirements permit, that encourage participation by small businesses.
  5. Use the services and assistance, as appropriate, of the PHA's Strategic Sourcing Department in such aspirational efforts.
- (4) Additional Information. Information about the Strategic Sourcing policies and programs may be found on the PHA website (including at <https://porthouston.com/business/strategic-sourcing/strategic-sourcing-overview/>).

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# Section 2

## Exhibit No. 1 Map





Revision Date: Feb. 12, 2025  
Projection Information:  
Name: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet  
Projection: Lambert Conformal Conic  
Datum: North American 1983  
False Easting: 166000  
False Northing: 1312333.333333  
Central Meridian: -96  
Standard Parallel 1: 28.383333333333  
Standard Parallel 2: 29.263333333333  
Latitude Of Origin: 27.833333333333  
File: Aerials\_Fc\_Charlie.aprx  
Port of Houston Authority

Aerial Photos flown 2026

This map was compiled from various sources and efforts have been taken to ensure accuracy. The Port of Houston Authority assumes no liability for errors or omissions contained in this map.



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## Section 3

# Exhibit No. 2 Contract for Professional Services



**CONTRACT FOR PROFESSIONAL SERVICES VIA TASK ORDER**

**THIS CONTRACT FOR PROFESSIONAL SERVICES** (this “Contract”) is made, by and between **THE PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, TEXAS**, a political subdivision of the State of Texas (the “Port Authority”) P.O. Box 2562, Houston, Texas 77252-2562, and **[CONSULTANT NAME]** (“Consultant”) **[Consultant Complete Address]**, with respect to **PLANNING SUPPORT FOR MASTER PLAN UPDATES** (the “Project”). The Port Authority and Consultant are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

The Port Authority and Consultant hereby agree as follows:

## 1. DEFINITIONS.

As used in this Contract, the following terms shall have meanings as set out below. Other terms are defined elsewhere this Contract.

“Applicable Laws” means any and all federal, state, and local statutes, laws, rules, regulations, ordinances, standards, codes and rules of common law of any governmental authority pertaining to the Services, the Project, any Project Task, the Port Authority, the Consultant, the Subconsultants, or the employees of any of them, including, without limitation, (i) environmental laws, (ii) those pertaining to equal opportunity, affirmative action and discrimination, and (iii) those pertaining to health or safety.

“Port Contract Representative” means Director, Facility Planning, provided, however, that the Port of Houston Authority may designate a new individual to fulfill the role of Port Contract Representative under the Contract by providing written notice to the Consultant of the name and contact information for such new individual.

“Port Authority Indemnitees” shall mean, collectively, the Port Authority and its Commissioners, directors, officers, agents and employees.

“Project Task” means the project identified in the applicable Task Order.

“Services” are any portion of the Basic or Additional Services performed pursuant to this Contract as further defined in Article 2.

“Standard of Care” means the professional skill and care ordinarily provided by competent planners, engineers, or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent planner, engineer, or architect.

“Subcontract” is a Contract between Consultant and a Subconsultant.

“Subconsultant or Subcontractor” is a person or entity with whom Consultant contracts directly or indirectly to provide a portion of Basic or Additional Services.

“Task Order” means an instrument entered into pursuant to Sections 2.1 or 2.2 for providing Services for a Project Task.

## 2. PROFESSIONAL SERVICES.

### 2.1 Basic Services.

(a) Services performed by Consultant under this Agreement shall be agreed upon by means of a fully-executed Task Order for a particular Project Task. Task Orders entered into pursuant to this Agreement shall be in a form substantially similar to that set forth in Exhibit “B” and pursuant to the procedures set forth in this Section 2.1. At a minimum, each Task Order shall set forth:

- i. a description of the scope of Services that Consultant shall perform pursuant to the Task Order;
- ii. the name of the Project Task for the Services;
- iii. the fixed price(s) and/or rate(s) on a time and materials basis for compensation due Consultant for performance of the Project Task scope of Services; and
- iv. the dates of commencement and completion of the applicable Project Task scope of Services.

Each Task Order shall be deemed to include by incorporation, and be subject to, the terms, conditions and obligations of this Agreement, and in conjunction with this Agreement constitute a contract establishing obligations on the part of both

Consultant and Port Authority for each Project Task scope of Services.

(b) The Basic Services include the subject matters of those Project Tasks to be provided by Consultant under this Contract as detailed in Exhibit "A" attached hereto and all related services reasonably inferable therefrom necessary to accomplish the results intended thereby.

(c) Request for Task Order Proposal: If the Port Authority desires to have Consultant perform Services under this Agreement (it being expressly understood that Port Authority is not obligated to engage Consultant to perform any Services), Port Authority shall notify the Consultant in writing. The parties shall enter into a Task Order reflecting the price for the applicable Project Task. In the event Consultant begins work on a proposed Project Task scope of Services prior to execution of a Task Order by both parties, Consultant proceeds at its own risk; Port Authority HAS NO LIABILITY TO OR OBLIGATION TO PAY CONSULTANT FOR ANY SERVICES PERFORMED IN CONNECTION WITH A PROPOSED PROJECT WITHOUT A FULLY EXECUTED TASK ORDER.

(d) Final drawings, geographic data, survey information and other materials prepared by Consultant in pursuant to the Services shall be provided to the Port Authority in the electronic format and hardcopy format required by the Port Authority.

## **2.2 Additional Services.**

(a) If Consultant is asked to perform services for the Port Authority which Consultant believes are not included in the Basic Services, Consultant shall notify the Port Authority before commencing such services. Such notification shall include a statement of the scope of services Consultant considers Additional Services and the cost of such services. Consultant shall not proceed with any such services without first providing such notice and obtaining written authorization from the Port Contract Representative to proceed as set forth in a Task Order. If Consultant proceeds to perform any Additional Services without such notice and advanced written authorization and the Port Contract Representative does not subsequently authorize in writing such Additional Services, then Consultant performs such Additional Services at its own risk and the Port Authority shall not be obligated to pay for or otherwise be liable for any costs associated with such services. Moreover, Consultant shall not be entitled to compensation for any Additional Services

required due to, resulting from or caused by Consultant's failure to observe its Standard of Care. Subject to the foregoing, the following services shall be considered Additional Services and shall be paid for as provided for in Exhibit "A" in addition to compensation for Basic Services: (i) services (other than Basic Services) when requested in writing by the Port Contract Representative; (ii) consultation concerning replacement of any work damaged during construction by fire or any other cause not under Consultant's control; (iii) services made necessary by the default of the Consultant, or by major defects or deficiencies in the work of the Consultant; and (iv) any services expressly identified as Additional Services on Exhibit "A".

(b) Recommendations by Consultant to the Port Authority with respect to the advisability of, the need for or the cost of any Additional Service shall be in writing and prepared at Consultant's own cost. Such recommendations shall include a recommended scope of services for the Additional Services, the recommended fee and expenses associated therewith, and the names of each Subconsultant recommended by Consultant to be involved in the performance thereof. A maximum fee for each such Subconsultant's service shall be proposed by Consultant at the time the Additional Services requiring such expenses are requested by the Port Contract Representative or recommended by Consultant and shall be negotiated and agreed upon in writing by Consultant and the Port Contract Representative prior to the expense being incurred.

**2.3 Representations and Covenants by Consultant.** Consultant agrees, represents and warrants (i) that Consultant will perform all Services in accordance with the Standard of Care, this Contract, and each Task Order, (ii) that Consultant has sufficient experience, licenses, authority, personnel and working capital to complete the Services in accordance with its Standard of Care and any schedule set forth in a Task Order, and (iii) that Consultant has visited the site of the Project Task and familiarized itself with the local conditions including without limitation all Applicable Laws affecting the Services. Consultant shall perform its Services such that the applicable project, if delivered in accordance with Consultant's design, meets all requirements of Applicable Law. Furthermore, it is Consultant's responsibility to request and to assimilate all information that may affect the Services. Consultant will re-perform at its own cost any Services not meeting its Standard of Care so that such Services satisfy the Standard of Care. If Consultant is either not capable of performing the corrections or not capable of performing such corrections in time to

meet the Port Authority's requirements, the Port Authority may have the services re-performed by a third party, and Consultant shall reimburse the Port Authority for the expense of such performance.

**2.4 Subconsultants.** Consultant shall not utilize any Subconsultant without prior written approval by the Port Contract Representative as set forth in a Task Order. The qualifications of Consultant's Subconsultants shall be subject to the Port Contract Representative's review and approval. All agreements between the Consultant and its Subconsultants shall be subject to the requirements of (and such agreements shall expressly so state) this Contract. The Consultant shall be fully responsible for the timely and proper performance of Services by its Subconsultants to the same extent as if all such Services were performed by the Consultant's personnel. All costs of Services performed by such Subconsultants shall be included in the not to exceed amount set forth in the applicable Task Order, and are included in the not to exceed amount set forth in Section 3.1, below, and shall be paid by the Consultant. The Port Authority shall have no responsibility for payment of the Consultant's Subconsultants.

### **3. PAYMENT.**

#### **3.1 General.**

(a) The Consultant shall be compensated for properly and timely performed Services and Reimbursable Expenses as provided in this Article 3 and in Exhibit "A" attached hereto and in the applicable Task Order. Reimbursable Expenses include only those items set forth in Exhibit "A" and only to the extent of actual and reasonable expenditures, evidenced to the satisfaction of Port Authority, of Consultant and Consultant's employees or Subconsultants while performing Services. Compensation pursuant to this Article 3 and the applicable Task Order shall compensate Consultant for any and all costs of completing the applicable Services, any and all costs for expenses, and all federal, state, and local taxes applicable to the Services, including all sales and use taxes, the payment of which shall be the sole responsibility of Consultant. Notwithstanding anything to the contrary in Exhibit "A," any and all claims by Consultant or any of its Subconsultants for Reimbursable Expenses in accordance with Exhibit "A" shall be subject to the Port of Houston Authority Vendor/Consultant Travel, Meals and Business Entertainment Authorization and Expense Reimbursement Standards in effect at the time of request for reimbursement.

(b) As may be set forth more fully on Exhibit "A", the total cost of the Services and Reimbursable Expenses shall not exceed the following amount:

#### **[INSERT SUMMARY OF COST]**

Consultant shall be responsible for the compensation of all Subconsultants. The Port Authority's liabilities under this Contract are subject to and limited by the not to exceed amount above.

**3.2 Invoices.** Each month, the Consultant shall present the Port Authority with an invoice for properly performed Services and properly incurred Reimbursable Expenses performed and incurred during the preceding month. Each invoice shall be accompanied by such documentation as the Port Authority may require. Each invoice shall constitute a representation to the Port Authority that: (a) the invoiced Services have been fully performed in accordance with all requirements of this Contract and the applicable Task Order, (b) the invoiced Reimbursable Expenses reflected therein have been properly incurred in accordance with all requirements of this Contract and the applicable Task Order, (c) performance of the Services is progressing in accordance with the applicable Task Order(s), (d) payment of the invoiced amount has been earned by, and is properly due and payable to Consultant in accordance herewith and the applicable Task Order, and (e) Consultant has paid, in accordance with Applicable Law and the applicable Subcontract, all Subconsultants for Services previously invoiced. Invoices are to be presented no more frequently than once per month. No payment or approval of any invoice by the Port Authority shall constitute final acceptance or approval of any part of Consultant's Services as to which such payment or approval relates, nor shall any such payment or approval be construed as relieving Consultant of any of its obligations hereunder with respect thereto. No payment will be made to Consultant for Basic Services, Additional Services or Reimbursable Expenses to the extent that any portion constitutes taxes from which the Port Authority is exempt. Payment terms shall be in accordance with Texas Government Code § 2251.021(b).

**3.3 Payments Withheld.** In addition to the right to withhold for improperly performed Services or improperly incurred Reimbursable Expenses, the Port Authority has the right to withhold all or any part of payment requested on any invoice if any one or more of the following occur: (i) Consultant fails to observe or perform any of its duties or obligations hereunder or under a Task Order; (ii) Consultant becomes

insolvent, all or a substantial part of Consultant's assets are assigned for the benefit of creditors, or a receiver or trustee is appointed for Consultant; (iii) Consultant fails to make payments promptly to Subconsultants or other third parties used for Services for which the Port Authority has made payment to Consultant; (iv) the Port Authority, in its discretion, determines that the portion of the compensation then remaining unpaid for a particular phase of the Services will not be sufficient to complete such phase in accordance herewith or in accordance with a Task Order; (v) third-party suits, stop notices, or liens for which the Consultant is responsible asserted or filed against any Port Authority Indemnitee; (vi) uninsured damage to any Port Authority Indemnitee, or any Subconsultant which results from the Consultant's failure to obtain or maintain the insurance required by this Contract; and (vii) failure of the Consultant to submit proper invoices with all required documentation.

#### **4. PORT AUTHORITY-PROVIDED INFORMATION.**

Consultant confirms and agrees that the Port Authority has and shall retain all rights, title, and interest in and to any information, drawings, maps, field notes, statistics, computation, or other data developed or provided by or on behalf of the Port Authority, including, without limitation, any copyright or other intellectual property rights, and that by use of any thereof, Consultant shall not acquire any right, title, or interest in any thereof, including, without limitation, any copyright or other intellectual property rights. The Port Authority makes no representation or warranty that any such information, drawings, maps, field notes, statistics, computation, or other data developed or provided by or on behalf of the Port Authority are accurate, complete, correct, or fit for their intended purpose, or can be used without infringing any patent, copyright, trademark, or other intellectual property rights of third parties under the intellectual property rights of the world. Nevertheless, Consultant may rely, for technical purposes in performing its Services, upon such information, drawings, maps, field notes, statistics, computation, and other data, unless Consultant knows or should know that any thereof is inaccurate or incomplete. Consultant shall promptly report to the Port Authority any error, inconsistency or omission that is discovered in any of such information, drawings, maps, field notes, statistics, computation, and other data.

**5. INTELLECTUAL PROPERTY RIGHTS.** All ideas, expressions, discoveries and inventions and all drawings, specifications, and other documents and all software, licenses and computer equipment prepared or used by the Port Authority, Consultant,

Subconsultants, or its or their consultants, representatives, employees or agents, and any copies thereof, are and shall remain the Port Authority's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of the Consultant or its Subconsultants ("Consultant Proprietary Information"). To this end, Consultant agrees that it has been hired to create all such Work Product and agrees and does hereby assign, grant, transfer and convey to the Port Authority, its successors and assigns, Consultant's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration and the right to submit patent applications. Consultant confirms that the Port Authority and its successors and assigns shall own Consultant's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, the Consultant hereby grants the Port Authority a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with the Port Authority's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of the Project or otherwise in connection with Port Authority property. Consultant shall obtain assignments, confirmations and licenses substantially similar to the provisions of this Section from all Subconsultants. Work Product is to be used by the Consultant only with respect to this Project and is not to be used on any other project. Consultant and all Subconsultants are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements or for other purposes in connection with the Project and not otherwise in contravention hereof is not to be construed as publication in derogation of the Port Authority's copyright, patent or other reserved rights. Consultant shall deliver all copies of the Work Product to the Port Authority upon the earliest to occur of the Port Authority's request, completion of Services, or termination or expiration hereof. All Work Product shall be furnished to the Port Authority



as a condition to Consultant's receipt of final payment hereunder. To the extent that the Port Authority uses Consultant Proprietary Information or Work Product on projects other than the Project and without the Consultant's involvement, the Port Authority hereby releases and discharges the Consultant from any liability associated with such use.

## **6. INSURANCE AND INDEMNITY.**

**6.1 Insurance Coverages.** Consultant shall at all times during the term hereof and for one year thereafter, at its sole cost and expense, provide and maintain, and require all Subconsultants to provide and maintain, in full force and effect the insurance coverages listed below with companies lawfully authorized to provide insurance in Texas and acceptable to the Port Authority, which coverages will protect Consultant from claims set forth below which may arise out of or result from Consultant's operations hereunder and for which Consultant may be legally liable, whether such operations are by Consultant or a Subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and meeting not less than the minimum requirements shown below.

### **6.2 Kinds of Claims.**

(a) claims under workers' compensation, disability benefit, and other similar employee benefit acts which are applicable to Consultant's work to be performed;

(b) claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;

(c) claims for damages because of bodily injury, sickness or disease, or death of any person and/or third party, other than Consultant's employees;

(d) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by Consultant, or (ii) by another person;

(e) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

(g) claims involving contractual liability insurance applicable to Consultant's indemnification obligations hereunder;

(h) claims for economic loss arising out of Consultant's professional malpractice and failures to comply with Consultant's obligations hereunder; and

(i) fines, penalties, or assessments as imposed by any federal, state or local governmental statute, and/or administrative, regulatory body.

### **6.3 Minimum Insurance Requirements.**

(a) The insurance, at a minimum, must include the following coverages and limits of liability:

<b><u>(Coverages)</u></b>	<b><u>(Limits of Liability)</u></b>
Workers' Compensation	Statutory
Employers' Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by disease \$500,000 (policy limit) Bodily Injury by disease \$500,000 (each employee)
Commercial General Liability:	Limits of \$1,000,000/per occurrence and \$2,000,000 General Aggregate
Business Automobile Liability (including All Owned, Hired and Non-Owned Automobiles)	\$1,000,000
Umbrella Excess Liability Coverage over underlying Commercial General Liability, Business Automobile Liability and Employers' Liability	\$5,000,000 Aggregate

<b>(Coverages)</b>	<b>(Limits of Liability)</b>
Professional Liability with all coverage retroactive to the earlier of the date of this Contract or the commencement of Services by Consultant in connection with the Project. Professional Liability Insurance shall be maintained for a period of at least three (3) years after the date of final payment to Consultant under this Contract.	\$5,000,000 Aggregate
U.S. Longshoremen and Harbor Workers Act (if exposure exists)	Not Applicable

**6.4 Form of Policy.** Consultant shall provide the above required insurance in one or more certificates of insurance with endorsements necessary to effectuate the requirements hereof, the form of all of which must be approved by the Port Authority Risk Management Department. Each insurance policy on which the Port Authority is an additional insured must expressly state that it may not be cancelled unless the insurance carrier therefor gives ten (10) days advance written notice to the Port Authority. Consultant shall provide ten (10) days' advance written notice to Port Authority of cancellation, non-renewal or material change in coverage on each insurance policy on which the Port Authority is an additional insured, and ten (10) days advance written notice to the Port Authority on all other policies. Moreover, Consultant will give written notice to the Port Authority within five (5) days of the date upon which total reported or incurred claims or demands by any party against Consultant reduces the aggregate amount of any coverage by \$100,000 or more below the amount required hereunder. Consultant agrees to maintain the requisite coverages during the entirety of performance of Services and through the expiration of any such longer periods as required by any contract document for the Project or by Applicable Law. In the alternative, each insurance policy may contain an endorsement establishing a policy aggregate for the Project. All policies required pursuant to this Contract shall be primary for all losses caused by perils covered thereby.

#### **6.5 Carriers; Additional Insured Status.**

Insurance carriers for insurance policies required pursuant to this Contract must have a rating of at least A- and a financial size category of at least Class VIII or better according to the latest rating published by A.M. Best Company, Inc. Should any insurance carrier be lowered in rating during the terms of this contract, Consultant must notify the Port Houston Risk Management Department of the name(s) of a replacement carrier. Each policy required pursuant hereto, except for Worker's Compensation and Professional Liability, shall name the Port Authority Indemnitees as additional insureds on the original policy and all renewals or replacements, but only to the extent of Consultant's indemnification obligations.

**6.6 Deductibles.** If any policy required hereunder is subject to any deductible, self-insured retention or similar self-insurance mechanism which limits coverage, such limitation shall be subject to the prior written approval of the Port Authority Risk Management Department. In the absence of an agreement otherwise in Exhibit "A", Consultant shall be responsible for, and bear any claims or losses to the full extent of, any such limitation and Consultant waives any claim it may ever have for same against the Port Authority Indemnitees.

**6.7 Subrogation and Waiver.** Inasmuch as the Port Authority and Consultant intend that all of Consultant's insured losses and liabilities fall upon Consultant's insurers, without recourse against the Port Authority, Consultant agrees to cause all of its policies of insurance maintained in force or procured by Consultant during the Services to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Port Authority Indemnitees (except Professional Liability). Consultant hereby releases the Port Authority Indemnitees from and waives all claims it may have against the Port Authority Indemnitees to the extent any of such claims are covered by insurance (except Professional Liability) required to be furnished by Consultant or any Subconsultants hereunder, whether or not Consultant actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON ANY PORT AUTHORITY INDEMNITEE'S NEGLIGENCE OR OTHER TORTIOUS CONDUCT, BAD FAITH, ARBITRARY OR CAPRICIOUS CONDUCT, INEQUITABLE CONDUCT, BREACH OF CONTRACT, VIOLATION OF STATUTE OR OTHER FAULT, HOWEVER CHARACTERIZED, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

**6.8 Certificates of Insurance and Additional Insured Endorsements.** Certificates of insurance and additional insured endorsements complying with Applicable Law shall be deposited by the agent issuing such certificate with the Port Authority at the time this Contract is executed by the Consultant. Upon request by the Port Authority, the originals of all policies referred to above, or copies thereof certified as true and correct by the agent issuing them, shall be submitted by Consultant to the Port Authority.

**6.9 Subconsultant's Insurance.** Consultant shall require all Subconsultants to carry insurance naming the Port Authority Indemnities as additional insureds and meeting all of the requirements for insurance set out above except as to amount. The amount of such insurance shall be commensurate with the amount of the Subcontract, but in no case shall it be less than \$1,000,000.00 per occurrence (or per claim for Professional Liability Insurance). Consultant shall provide to the Port Authority copies of insurance certificates evidencing such insurance and Consultant, with respect to each such certificate, shall not accept any thereof from any person other than the agent issuing such certificate.

**6.10 Failure to Provide Insurance.** Failure of Consultant to maintain insurance meeting the requirements hereof shall constitute a default of Consultant allowing the Port Authority, at its option, to terminate this Contract. Consultant agrees that Consultant shall not argue that the Port Authority has waived or is estopped and the Port Authority shall never be deemed to have waived or to be estopped to assert its right to terminate this Contract because of any acts or omissions by the Port Authority regarding its review of insurance documents provided by Consultant, its agents, or employees.

#### **6.11 INDEMNIFICATION**

(A) TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS PORT AUTHORITY INDEMNITEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, SETTLEMENTS, COSTS, JUDGMENTS, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEY'S FEES) (COLLECTIVELY, "LOSSES"), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING,

WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, OF EVERY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, DAMAGES AND LOSSES FOR PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING WITHOUT LIMITATION EMOTIONAL DISTRESS), AND ECONOMIC LOSS), ARISING IN FAVOR OF OR BROUGHT BY ANY OF CONSULTANT'S EMPLOYEES, AGENTS, SUBCONSULTANTS, OR REPRESENTATIVES, OR BY ANY GOVERNMENTAL AGENCY OR ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE SERVICES, CONSULTANT'S FAILURE TO COMPLY WITH ANY REQUIREMENT OF THIS AGREEMENT, OR THE CONSULTANT'S (OR THOSE OF ANY AGENT, SUBCONSULTANT OR OTHER ENTITY OVER WHICH CONSULTANT HAS CONTROL) ACTIONS OR INACTIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION ANY FAILURE TO PAY TAXES OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW IN EACH INSTANCE WHETHER AND EVEN IF ANY SUCH LOSSES ARE DUE IN PART TO ANY PORT AUTHORITY INDEMNITEE'S CONCURRENT (BUT NOT SOLE) NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT; PROVIDED, HOWEVER THAT CONSULTANT'S OBLIGATION UNDER THIS SECTION 6.11 SHALL BE LIMITED TO THE PERCENTAGE OF DAMAGES CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONSULTANT OR SUPPLIER COMMITTED BY THE CONSULTANT, OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL.

(B) TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN THE EVENT THE PORT AUTHORITY INCURS ATTORNEY'S FEES IN DEFENSE OF ANY LOSS, CONSULTANT SHALL REIMBURSE THE PORT AUTHORITY FOR THE PORTION OF SUCH REASONABLE ATTORNEY'S FEES THAT THE CONSULTANT CAUSED BY ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONSULTANT OR SUPPLIER COMMITTED BY THE CONSULTANT, OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR

OTHER ENTITY OVER WHICH CONSULTANT HAS CONTROL, SUCH PORTION TO BE THE SAME AS THE PERCENTAGE OF LIABILITY FOR THE UNDERLYING LOSS ATTRIBUTABLE TO CONSULTANT, OR ITS AGENT, CONSULTANT UNDER CONTRACT OR OTHER ENTITY OVER WHICH CONSULTANT HAS CONTROL.

(C) THE INDEMNIFICATION OBLIGATIONS OF THIS SECTION 6.11 SHALL APPLY REGARDLESS OF THE AMOUNT OF INSURANCE COVERAGE HELD BY CONSULTANT, INCLUDING WITHOUT LIMITATION ANY SUCH COVERAGE UNDER ANY WORKER'S COMPENSATION ACT, DISABILITY ACT, OR OTHER ACT OR LAW WHICH WOULD LIMIT THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONSULTANT, AND SHALL NOT BE LIMITED BY ANY INSURANCE CARRIED OR PROVIDED BY CONSULTANT PURSUANT HERETO OR OTHERWISE.

(D) THE OBLIGATIONS OF THIS SECTION 6.11 SHALL SURVIVE THE TERMINATION OR EXPIRATION HEREOF.

## 7. TERM AND TERMINATION

**7.1 Contract Term.** This Contract shall become effective **ten (10) calendar days after receipt of purchase order** and shall expire in 36 months, thereafter, unless otherwise mutually agreed by the Port Authority and the Consultant. Consultant acknowledges and agrees that the Port Authority shall have no obligation to pay for any Services provided (i) prior to the issuance of a purchase order, or (ii) after the termination or expiration of this Contract.

**7.2 Termination for Convenience by the Port Authority.** The Port Authority, in its sole discretion, may terminate Consultant's performance hereunder and under any Task Order for convenience at any time by giving fifteen calendar days' (15) advance written notice to Consultant. Upon receipt of such notice, Consultant shall, unless such notice directs otherwise, immediately discontinue all Services and shall immediately cancel all existing orders and Subcontracts chargeable to this Contract and any Task Orders as applicable. As soon as practicable after receipt of such notice, Consultant shall submit an invoice showing all Services properly performed and Reimbursable Expenses properly incurred to the date of such termination, less those previously invoiced, which invoice shall be subject to the

conditions set out in, Article 3. Payment for Services properly performed and Reimbursable Expenses properly incurred prior to termination shall be Consultant's only remedies in the event of termination by the Port Authority under this Section 7.2. Such termination by the Port Authority shall not constitute a default or breach hereof by the Port Authority, and Consultant waives any claim (other than its claim for payment as specified in this Section 7.2), it may have now or in the future for financial losses, loss of profits, loss of work, termination or additional payments to Subconsultants, or any other damages or out of pocket costs incurred or resulting from the Port Authority's termination under this Section 7.2. The Consultant shall ensure that all Subcontracts contain a termination provision similar to this Section 7.2.

**7.3 Termination for Cause by the Port Authority.** The Port Authority may terminate Consultant's performance hereunder and under any Task Order in the event of a default by Consultant upon written notice thereof from the Port Authority. A default by Consultant shall occur if (i) Consultant fails to observe or perform any of its duties or obligations hereunder, (ii) Consultant becomes insolvent, if all or a substantial part of Consultant's assets are assigned for the benefit of creditors, or if a receiver or trustee is appointed for Consultant, or (iii) Consultant and any party which holds an equity or voting interest in Consultant sells, assigns, conveys, encumbers or otherwise transfers more than twenty-five percent (25%) of the equity or voting interest, whether it be in the form of stock, partnership interests, membership interest or other unit of ownership, in Consultant without the express prior written consent of the Port Authority. In the event of any termination of this Contract and any Task Orders for cause, Consultant shall remain liable for all damages sustained by the Port Authority by reason of such termination and the Port Authority shall have and retain all rights and remedies, whether at law or in equity. In the event of a termination for cause under this Section 7.3, the Port Authority shall have no obligation to complete the Contract or any Project Task. All costs incurred by the Port Authority in terminating pursuant to this Section 7.3 together with the costs of completing the Services shall be deducted from any money due or which may become due to the Consultant. If such cost exceeds the sum which would have been payable under the Contract and applicable Task Orders had it been completed by the Consultant, then the Consultant shall be liable to and shall pay the Port Authority the amount of such excess. If the Port Authority elects to complete the Contract and applicable Task Orders, then the Consultant shall not be entitled to any further



payment until the Services have been finally completed and accepted by the Port Authority. If the Port Authority does not proceed with the Services, subject to the conditions in Article 3, Consultant shall be entitled to payment only for such portion of its Services which were properly performed and Reimbursable Expenses which were properly incurred prior to such termination, less any amounts due to the Port Authority by the Consultant. As soon as practicable after receipt of such notice of termination, Consultant shall submit an invoice showing in detail the Services properly performed and Reimbursable Expenses properly incurred to the date of termination, less all amounts paid to date by the Port Authority, all in accordance with the conditions of Article 3. Termination by the Port Authority pursuant to this Section 7.3 shall not constitute a default or breach hereof by the Port Authority, and **CONSULTANT WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT, IF ANY, AS SPECIFIED IN THIS SECTION 7.3), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES, LOSS OF PROFITS, LOSS OF WORK, TERMINATION OR ADDITIONAL PAYMENTS TO SUBCONSULTANTS, OR ANY OTHER DAMAGES OR OUT OF POCKET COSTS INCURRED OR RESULTING FROM THE PORT AUTHORITY'S TERMINATION** under this Section 7.3. If the Port Authority terminates this Contract for default and it is subsequently determined that Consultant did not commit a breach of this Contract, such termination shall be treated as a termination for the Port Authority's convenience pursuant to Section 7.2.

**7.4 Assignment of Subcontracts.** Upon termination by the Port Authority and at the option of the Port Authority, exercisable upon written notice, all Subcontracts designated by the Port Authority therein shall be deemed automatically assigned by Consultant to the Port Authority without any other action required from either Party and the Port Authority shall acquire all rights and assume all obligations under each thereof, except those obligations which Consultant should have fulfilled prior to such time of assignment. Consultant shall terminate or take such action requested by the Port Authority with respect to any Subcontracts not assigned to the Port Authority.

**7.5 Right to Suspend.** The Port Authority may at any time, with or without cause, suspend performance of all or any portion of the Services by giving Consultant written notice specifying which portion of the Services is to be suspended and the effective date of such suspension. Consultant shall continue to diligently perform any remaining Services

that are not suspended and shall take all actions necessary to maintain and safeguard all Services in progress affected by the suspension. In the event of suspension for convenience of the Port Authority, provided the Consultant complies with Section 2.2, the Consultant shall be entitled to seek as Additional Services compensation for extra costs which are incurred as a result of continuing to maintain dedicated personnel on a Project Task at the Port Contract Representative's request during any suspension period and other reasonable and unavoidable costs which are directly related to the suspension and any reinstitution of the Services. Such extra costs shall be full and complete compensation to Consultant for the suspension and Consultant shall not be entitled to payment of any additional costs or damages associated with such suspension.

**8. CONFIDENTIALITY.** Consultant shall not issue any news releases or any other advertising or marketing material pertaining to the Services or the Project without obtaining the Port Authority's prior written approval. Consultant recognizes that all communications, Work Product prepared hereunder and all records and data reviewed by Consultant pursuant to performing the Services shall be kept in the strictest confidence by Consultant. Consultant shall not divulge such information except as approved by the Port Authority or as otherwise required by Applicable Law. If Consultant divulges any such information in breach of this requirement, Consultant shall immediately notify Port Authority in writing of any such divulgence and Consultant agrees that any such divulgence shall constitute a material breach hereof pursuant to which the Port Authority may terminate Consultant for cause under Article 7. Consultant agrees to include this requirement of confidentiality in all its Subcontracts and to fully inform such Subconsultants of this requirement. The Port Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Open Records Act (Texas Government Code, Sections 551 and 552, as amended, respectively), and as such the Port Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Consultant agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Port Authority as required by the Texas Open Meetings Act, Texas Open Records Act, or any other Applicable Law will not expose the Port Authority (or any party acting by, through or under the Port Authority) to any claim,

liability or action by Consultant. The terms of this Section shall survive termination or expiration of this Contract.

#### **9. DISPUTE RESOLUTION; SUBMISSION TO JURISDICTION; WAIVER OF RIGHT TO REMOVE AND VENUE.**

(a) In the event of any dispute connected to, arising out of or relating to the implementation of or performance of this Contract (or Task Orders) which the Port Authority and Consultant have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of Consultant shall meet with the Port Contract Representative at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event the Port Contract Representative and senior representative of the Consultant are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or Port Authority operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Houston, Texas. Participation in non-binding mediation in accordance with this Section shall be a condition precedent to Consultant having the right to file any legal or equitable action against the Port Authority.

(b) Subject to Consultant's obligation to comply with the requirements of the foregoing Section (a), for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Contract, Consultant hereby agrees that this Contract is performable in whole or in part in Houston, Harris County, Texas, and hereby submits to the jurisdiction of the state courts within Houston, Harris County, Texas, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Consultant. For the

avoidance of doubt Consultant hereby expressly, clearly and unequivocally agrees that the Port Authority has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Contract shall be heard; and, having so agreed, Consultant hereby irrevocably waives its right to remove any such proceeding to any federal court should the Port Authority choose to bring any proceeding in any state court of Texas. Furthermore, to the fullest extent permitted by law, Consultant hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of, relating to or connected with this Contract in any state court residing in Houston, Harris County, Texas. Finally, Consultant hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Houston, Harris County, Texas, has been brought in an inconvenient forum.

#### **10. CONTRACTING PARTICIPATION.**

**10.1 Contracting Participation.** The Port Authority promotes business opportunities for all sectors of the community. The Port Authority has established programs and organizational goals relating to contracting participation in Port Houston prime contracts and subcontracts. These programs and goals are referred to herein as the "Program."

**10.2 Non-Discrimination Mandate and Verification.** It is the long-standing policy of the Port Authority to prohibit discrimination based on race, color, sex, religion, national or ethnic origin, age, or disability, and including any other status protected by applicable law, in all operations at the Port Authority, including the award of, or participation in, Port of Houston Authority contracts. The Port Authority will not participate in any program, award contracts to, nor conduct business with, any individual or entity that is found to knowingly discriminate against persons on the basis of race, color, sex, religion, national or ethnic origin, age, or disability, and including any other status protected by applicable law. By entering into this Agreement, Consultant agrees that it: (i) is aware of this Non-Discrimination Mandate; (ii) verifies that it does not have any practice, policy, guidance, or directive that discriminates based on race, color, sex, religion, national or ethnic origin, age, disability, or any other status protected by applicable law; and (iii) it will not during the term of this Contract knowingly discriminate based on race, color, sex, religion, national or ethnic origin, age, disability, or any other status protected by applicable law.

### 10.3 Reserved.

**10.4 Reporting Requirements for All Contracts.** The Port Authority's Strategic Sourcing Department collects informational data and monitors Service Provider's payments regarding all subcontractors and suppliers performing any part of work or services under this Agreement. Service Provider's reporting requirements apply to all contracts, not just to those with contract participation goals. The Port Authority has an online system for collecting information about and monitoring payments to all subcontractors and suppliers.

(a) Consultant is responsible for providing contact information for itself and all of its Subcontractors and suppliers to the Strategic Sourcing Department, and for keeping this information updated during the term of the Contract, until the Project is complete and closed. Consultant shall comply with all applicable Port Authority subcontractor and supplier payment reporting requirements, including providing information and reporting payments in the form and at the time specified in this Contract, and as otherwise directed by the Port Authority.

(b) A monthly audit is triggered after the first payment is made to Consultant and the monthly payment file is loaded to the Port Authority's online system. Every month Consultant shall report on ALL Subcontractor and supplier payments, even if the payment amount for the month is \$0.00.

(c) The reporting requirements set out in this Section 10.4 extend to all work covered by change orders, amendments, extensions, renewals, or other Contract modifications during the entire performance of the Contract.

**10.5** To support compliance with and enforcement of the Program, Consultant shall permit Port Authority contract compliance analysts and auditors or their designees reasonable access to Consultant's books and records and shall require its Subcontractors and suppliers to provide reasonable access to their respective books and records. This access shall be for the purpose of determining compliance with Program requirements.

**10.6** Consultant's failure to fulfill the requirements of this Section may: (i) be a breach of the Contract; (ii) result in termination of the Contract; (iii) result in debarment or suspension from future Port Authority

contract opportunities; and/or (iv) result in other remedies.

**10.7** In addition to the requirements of subsections 10.1 through 10.6 above, Consultant is encouraged to and agrees it will endeavor to:

(a) place qualified small businesses on subcontractor and supplier solicitation lists;

(b) attempt to solicit small businesses and MWBEs whenever they are potential participants in the Services;

(c) divide total Services requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses and MWBEs;

(d) establish delivery schedules, where requirements permit, which encourage participation by small businesses and MWBEs; and

(e) Use the services and assistance, as appropriate, of the Port Authority's Strategic Sourcing Department in such aspirational efforts.

**10.8** Information about the Strategic Sourcing policies and programs may be found on the Port Authority website (including at <https://porthouston.com/business/strategic-sourcing/strategic-sourcing-overview/>).

## 11. MISCELLANEOUS PROVISIONS.

**11.1 Independent Contractor.** Consultant is engaged as an independent contractor of the Port Authority. Nothing in this Contract shall create a relationship of employer and employee or principal and agent between the Port Authority, on the one hand, and Consultant or any of its employees, Subconsultants, representatives, or agents of any thereof, on the other hand. Neither Consultant nor any of its employees, Subconsultants, representatives, or agents shall have the ability to bind or obligate the Port Authority for any purpose whatsoever. All personnel supplied or used by Consultant shall be deemed employees or Subconsultants of Consultant and will not be considered employees, representatives, agents or contractors of the Port Authority for any purpose whatsoever. Consultant shall be solely responsible for the compensation of all such personnel, for the withholding of income, social security and other payroll taxes and for the coverage of all workers' compensation benefits.

**11.2 Consultant Representative/Consultant Team**

(a) **Consultant Representative.** Consultant shall designate an individual to serve as its representative and provide the Port Authority with written notice of such individual prior to performing any Services. Any consent, approval, decision or determination hereunder by such representative shall be binding on Consultant. Consultant shall have the right, from time to time, to change such representative to another equally or better qualified individual, but only with the Port Authority's consent, by giving the Port Authority written notice of Consultant's intent to do so.

(b) **Consultant Team.** Consultant is obligated to employ the personnel and Subconsultants on the project as originally proposed. Requests for replacements of the original personnel or Subconsultants shall be submitted in writing to the Port Authority. Changes must be approved in writing by the Port Contract Representative, who shall carefully consider the qualifications and status of the proposed replacement personnel or Subconsultants.

**11.3 Assignment.**

(a) Consultant shall not assign this Contract (or any Task Orders) or any portion hereof by operation of law or otherwise, without the prior written consent of the Port Authority. Any purported assignment by the Consultant in violation of this provision shall be void. The Port Authority may assign its rights and obligations under and interest in the Contract, in whole or in part, without the consent of the Consultant.

(b) The Parties respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other party hereto and to partners, successors, permitted assigns and legal representatives of such other party in respect of all covenants, agreements and obligations contained herein.

**11.4 Participation in Bid/Proposal and Construction.** Consultant agrees not to participate in the bid/proposal process with regard to this Project as a bidder/proposer and not to engage in construction of the Project in any capacity except in its capacity as provided in this Contract. Consultant shall require each of its employees, agents, Subconsultants and suppliers to be bound by the requirements of this Section.

**11.5 No Third-Party Beneficiaries.** This Contract shall not bestow any rights upon any third party (including, without limitation, any Subconsultant), but rather shall bind and benefit only the Port Authority and Consultant.

**11.6 Non-Waiver.** Failure of either Party to insist on the strict performance of any of the requirements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation hereunder or to exercise any right or remedy occurring as a result of any default or failure of performance. Furthermore, no action or failure to act by the Port Authority shall constitute a waiver of any right or duty afforded to the Port Authority under the Contract or otherwise by law, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder. Any claim by the Consultant that the terms of conditions of the Contract have been changed or waived must be evidenced by an agreement in writing approved and signed by the Port Contract Representative.

**11.7 Choice of Law; Immunity.** This Contract (and the Task Orders), its construction, and any disputes arising out of, related to, or connected with it shall be governed by the laws of the State of Texas without regard to its conflict of law principles. This Contract is performable in Harris County, Texas.

**11.8 Notices.** For purposes of the Contract, it is agreed to and understood by the parties that written notice to Consultant shall be deemed to have been received on the day when such notice is delivered in person or by properly addressed e-mail with confirmed receipt to Consultant's representative or Consultant's office. Notices sent by U.S. mail shall be deemed to have been received on the third postal delivery day after the date postmarked on the envelope containing such notice. Notice to the Port Authority shall not be effective unless given in writing and shall be deemed to have been received on the date it is received by the Port Contract Representative.

**Notices to Port Authority:**

Director, Facility Planning  
Port of Houston Authority  
2960 Riverby Road  
Houston, Texas 77020  
[FacilityPlanning@porthouston.com](mailto:FacilityPlanning@porthouston.com)



**Notices to Consultant:**

**11.9 Acceptance and Approval.** Any acceptance or approval by the Port Authority shall not constitute nor be deemed to be a release of responsibility or liability of Consultant or its Subconsultants for the accuracy, competency, and completeness of any Services, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the Port Authority for any defect, error, or omission in any Services. Whenever used in this Contract, "approval," "approve," "approved," "consent" or "consented" shall not include any implied or imputed approval or consent.

**11.10 Inspections and Audits.** The Port Authority shall have the right to examine and review all books, records, and billing documents of the Consultants and its Subconsultants which are related to the performance of, or payments under, this Contract. Consultant shall maintain and cause its Subconsultants to maintain such books, records, and billing documents in accordance with generally accepted accounting principles and for a period of five (5) years after cessation of its duties under this Contract.

**11.11 Ambiguities.** In the event of any ambiguity in any of the terms hereof, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

**11.12 Severability.** The invalidity, illegality, or unenforceability of any portion, clause, or provision of this Contract or the occurrence of any event rendering any portion, clause, or provision of this Contract void shall in no way affect the validity or enforceability of any other portion, clause, or provision. Any invalid, illegal, unenforceable, or void portion, clause, or provision shall be deemed severed from this Contract, and the remainder hereof shall be construed and enforced as if this Contract did not contain the particular portion, clause, or provision held to be invalid, illegal, unenforceable, or void. The parties further agree that this Contract shall be reformed to replace any stricken portion, clause, or provisions with a valid portion, clause, or provision that comes as close as possible to the intent of the stricken portion, clause, provision. This Section 11.12 shall not prevent the entire Contract from being void should a portion, clause, or provision which is the essence of this Contract be determined to be invalid, illegal, unenforceable, or void.

**11.13 Time.** TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE SERVICES; provided, however, that this Section 11.13 shall not be interpreted or construed as requiring Consultant to perform its Services in a manner that would violate its Standard of Care. In the event that Consultant believes that circumstances have arisen which would require Consultant to violate its Standard of Care, Consultant agrees to give notice to the Port Authority as soon as reasonably possible after forming such belief and in any event before any such violation occurs.

**11.14 Entire Agreement; Amendment.** This Contract constitutes the entire agreement between the Parties with respect to subject matter hereof. All prior and contemporaneous negotiations, representations, and agreements with respect thereto and unincorporated herein are hereby superseded and cancelled. Except as otherwise provided herein, this Contract may be modified or amended only by (i) a document duly executed by the Parties, (ii) a document issued by the Port Contract Representative directing the Consultant to make a change in the Services or schedule, which change shall not require any modification of the not to exceed price, or (iii) a written interpretation of the Contract issued by the Port Contract Representative.

**11.15 Assignment of Antitrust Causes of Action.** By entering into this Contract, Consultant offers and agrees to assign to the Port Authority all causes of action it may have under the Antitrust Laws of Texas and/or Antitrust Laws of the United States. Such assignments shall be made and become effective when the Port Authority tenders final payment to Consultant without any further action or acknowledgment by the Parties.

**11.16 Attorney's Fees.** If Consultant brings one or more claims against the Port Authority, then for each such claim, the prevailing party shall be entitled to recover the reasonable expenses and attorneys' fees incurred by such prevailing party as a result of each such claim from the other party, to the maximum extent allowed by Applicable Law.

**11.17 Offset.** The Port Authority, without waiver or limitation of any of its other rights or remedies under this Contract or Applicable Law, shall have the right to from time to time deduct from any amounts due or owing by the Port Authority to Consultant any and all amounts owed by Consultant to the Port Authority.

**11.18 Compliance with Security Laws and Regulations, etc.**

(a) Consultant shall comply with (and cause its employees, Subcontractors, agents and other workforce to comply with) all applicable federal, state, local, and Port Authority security rules and regulations and all applicable training and licensing requirements, including, without limitation, the facility access regulations set from time to time by the Port Authority, all applicable rules and regulations of the Transportation Worker Identification Credential ("TWIC") Program, and all requirements pertaining to the protection of "Sensitive Security Information" as set forth in 49 CFR 1520.

(b) Consultant shall ensure that all of its employees, Subcontractors, and other persons needing unescorted access to secured areas of Port Authority facilities have obtained and have in their possession a valid TWIC when the TWIC Program is in force at Port Authority's facilities. Consultant has the responsibility of ascertaining when such program is in force and causing itself, its employees, agents, Subcontractors, and all others under its supervision or control to know and understand all TWIC regulations and comply with them. Consultant understands that Port Authority shall not have any duty whatsoever to provide TWIC escorts for Consultant, its employees, agents, Subcontractors, and any others under its supervision or control.

(c) The Port Authority is not responsible for the cost of compliance for such rules, regulations, and requirements. Consultant is required to obtain and be aware of all such rules, regulations, and requirements and represents to Port Authority that it is in compliance with these requirements.

(d) Consultant shall be fully liable for all damages and for any fees fines and penalties assessed against the Port Authority (including without limitation, damages, fees, fines, and penalties as a consequence of the issuance of a notice of violation, warning, or other communication from the United States Coast Guard or other Governmental Authority) by reason of Consultant's (or its workforce's) failure to comply with any and all such rules, regulations, and requirements. Consultant assumes full responsibility for such violation, warning, or other communication and shall immediately notify the Port Authority in writing of Consultant's receipt of such notice, warning, or other communication.

(e) Consultant assumes full responsibility for compliance by all persons under its control with the TWIC Program and for assuring that such persons timely obtain a TWIC and have a non-revoked TWIC

in their possession at all times while in secured or restricted areas of the Port Authority's facilities, all in accordance with applicable regulations.

(f) Consultant shall notify the Coast Guard and the Port Authority immediately in writing if any employee's, agents, or Subcontractor's TWIC is revoked, lost, damaged, or stolen.

(g) Consultant shall sign such confidentiality agreements (and cause its employees, Subcontractors, agents, and other workforce to do the same) as and when requested by the Port Authority with respect to information considered confidential and/or proprietary by the Authority.

(h) Consultant shall cause itself, its employees, Subcontractors, agents, and all others working under its control or supervision to know, understand, and comply at all times with Port Authority's Credentialing Policy and Procedures as in effect from time to time.

(i) Prior to any employee or agent of Consultant (or any other person authorized by the Consultant) beginning work upon Port Authority property, Consultant shall obtain, and comply with, current Port Authority Credentialing Policy and Procedures. All personnel under the control of the Consultant, including Subcontractors, who will enter upon Port Authority property during the performance of the Services, shall be badged, and shall prominently display such badge, while on Port Authority property.

**(j) IN ADDITION TO AND WITHOUT LIMITING ANY OTHER INDEMNITIES GIVEN BY THE CONSULTANT UNDER THIS CONTRACT, CONSULTANT SHALL DEFEND AND HOLD THE PORT AUTHORITY INDEMNITEES HARMLESS FROM ANY FAILURE OF CONSULTANT, CONSULTANT'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR ANY OTHER PERSONS UNDER ITS CONTROL, SUPERVISION, OR DIRECTION TO OBSERVE ALL APPLICABLE TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) LAWS AND REGULATIONS, OTHER SECURITY LAWS AND REGULATIONS, INCLUDING THOSE PERTAINING TO SENSITIVE SECURITY INFORMATION OR OTHER SECURITY INFORMATION DEEMED CONFIDENTIAL BY THE PORT AUTHORITY, AND ALL ACCESS REQUIREMENTS SET BY THE PORT AUTHORITY OR OTHER AUTHORITIES, AS WELL AS ALL OTHER REQUIREMENTS OF THIS CONTRACT, AND CONSULTANT SHALL FULLY**

**REIMBURSE PORT AUTHORITY INDEMNITEES AND MAKE THEM WHOLE ON ACCOUNT OF ANY DAMAGES, FINES, FEES, OR PENALTIES ON ACCOUNT OF SUCH FAILURE.**

**11.19 Required Verifications.** In accordance with the Texas Government Code, the Port Authority is prohibited from contracting with certain “companies” for goods or services in amounts over \$100,000 unless the following verifications are included in this Contract: If Consultant qualifies as a “company,” then Consultant verifies that it: (A)(i) does not boycott Israel and (ii) will not boycott Israel during the term of the Contract; (B)(i) does not boycott energy companies and (ii) will not boycott energy companies during the term of the Contract; and (C)(i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. For the purposes of this Section only, the terms: (1) “company” as used in (A) has the meaning assigned in Section 2271.01(2), adopting definitions of Section 808.001(2), except that the term does not include a sole proprietorship; (2) “boycott Israel” has the meaning assigned in Section 808.001(1); (3) “company” as used in (B) has the meaning assigned in Section 2276.001(2), adopting definitions of Section 809.001(2), except that it does not include a sole proprietorship; (4) “boycott energy company” has the meaning assigned in Section 2276.001(1); (5) “company” as used in (C) has the meaning assigned in Section 2274.001(2); and “discriminate against a firearm entity or firearm trade association” has the meaning assigned in Section 2274.001(3). All of the Sections referenced are sections of the Texas Government Code.

Consultant’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of the applicable chapter(s) of the Texas Government Code are subsequently amended or repealed or are

subsequently reduced or declared unenforceable or invalid in whole or part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

**11.20 Signatures and Multiple Counterparts.**

The Parties to this Contract agree that a copy or facsimile of a signature thereon shall be as valid as an original or electronic signature and that a copy of this Contract showing execution by all Parties shall be treated the same as if it contained original signatures. This Contract may be executed in more than one counterpart, each of which shall be an original, but all of which shall constitute but one instrument.

**11.21 Preservation of Information (Applicable to Contracts Over \$1 million).**

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and Consultant agrees that the Contract can be terminated if Consultant knowingly or intentionally fails to comply with a requirement of that subchapter. Subchapter J, Chapter 552, Government Code, requires an entity contracting with a governmental entity to: (1) preserve all contracting information related to the Contract for the duration of the Contract; (2) promptly provide to the governmental body any contracting information related to the Contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the Contract, either: (A) provide at no cost to the governmental body all contracting information related to the Contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the governmental body.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective duly authorized representatives to execute this Contract as of the last date below.

**PORT OF HOUSTON AUTHORITY  
OF HARRIS COUNTY, TEXAS**

[CONSULTANT NAME]

**APPROVED:**

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

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

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

\_\_\_\_\_  
[CORRECT PERSON TO SIGN]  
[TITLE OF THIS PERSON]

**APPROVED AS TO FORM:**

**REVIEWED:**

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Controller

**FUNDS ARE AVAILABLE TO MEET THIS  
OBLIGATION WHEN DUE:**

\_\_\_\_\_  
Financial Services Department

Approved By Minute No.: \_\_\_\_\_



## EXHIBIT A

### 1. Services to be provided under Task Orders

The required Services shall be executed on time and material and/or fixed-price basis and the Port Authority will issue Task Orders on an as-needed basis for each Project Task under this Contract, which shall identify the required scope of work under that Task Order. The Task Order proforma is provided in Exhibit B. The duration and cost of each Task Order may vary depending upon the required scope of work, start date, and overall schedule as described in that Task Order.

### 2. Basic Services

Pursuant to Section 2.1 of the Contract, the Basic Services include professional planning, engineering, operational, transportation, market, environmental, real estate, cost estimating, scheduling, and implementation support for updates to PHA's facility master plans. Services may be authorized through individual task orders and may address one facility, multiple facilities, a specific technical issue, a cargo type, a strategic property, or a port-wide planning need.

The Consultant may be required to provide services that include, but are not limited to, the following:

- (a) Program mobilization, project management, schedule development, task-order coordination, quality control, progress reporting, and maintenance of decision logs, assumptions logs, risk registers, and other project controls.
- (b) Data collection, document review, field verification, existing conditions assessment, and preparation of current GIS/CAD base mapping, facility inventories, constraint maps, and data gap analyses.
- (c) Market, cargo, customer, vessel, trade lane, and supply chain assessments to support planning assumptions, scenario development, facility requirements, and long-term investment decisions.
- (d) Stakeholder engagement with PHA departments, terminal operations, maintenance, commercial, real estate, finance, environmental, security, technology, project delivery, executive leadership, and other internal or external stakeholders as directed by PHA.
- (e) Operational assessments and capacity analyses for container, multipurpose, breakbulk, general cargo, project cargo, warehousing, laydown, truck, rail, gate, berth, yard, equipment, reefer, utility, and support systems.
- (f) Development of facility-specific and port-wide planning alternatives, including land use strategies, yard optimization concepts, grounded storage opportunities, Bayport South and adjacent property strategies, gate and OCR improvements, internal circulation concepts, rail interface planning, and cargo handling equipment and technology strategies.
- (g) Planning-level evaluation of utilities, power, drainage, pavement, resiliency, sustainability, security, communications, automation readiness, and other infrastructure requirements needed to support future terminal operations and capital investment.
- (h) Coordination of landside planning with waterside, wharf, berth, fendering, dredging, vessel access, marine interface, environmental, regulatory, permitting, real estate, and agency coordination considerations.
- (i) Development, evaluation, and refinement of alternatives using transparent criteria such as operational performance, capacity, safety, customer service, cost, constructability, environmental and permitting risk, resiliency, real estate feasibility, schedule, phasing, implementation complexity, and strategic alignment.
- (j) Preparation of planning-level cost opinions, schedule logic, phasing plans, capital project candidate lists, business case support, implementation roadmaps, executive summaries, Commission-ready presentations, stakeholder materials, and final master plan documentation.
- (k) On-call planning, project scoping, technical review, quick-turn analysis, grant-support materials, executive briefing support, and implementation assistance for emerging PHA, capital projects, stakeholder requests, or follow-on studies.

**3. Additional Services**

Pursuant to Section 2.2 of the Contract, any Additional Services that may be required shall be identified in an applicable Task Order.

**4. Cost of Services and Reimbursable Expenses**

- (a) Pursuant to Section 3.1 of the Contract, the total cost of Services and Reimbursable Expenses shall not exceed **[INSERT SUMMARY OF COST]**, unless otherwise mutually agreed by both Parties.
- (b) For each Task Order, the cost of required Services and Reimbursable Expenses must be provided in the Consultant's response to Port Authority's Task Order Request and must be approved by the Port Authority prior to the commencement of the work.

SAMPLE

**Exhibit B****Task Order**

The Task Order form, comprised of the Technical Request/Response form, the Commercial Response form, and the Acceptance form, is set forth in this Exhibit B. The Port Authority shall initiate a request for Services by providing Consultant with a partially completed Technical Request, and Consultant shall promptly respond with a completed Technical Request/Response and Commercial Response. The parties shall execute the Acceptance when the scope and price of the Services as set forth in the Technical Request/Response and Commercial Response are acceptable to each, and Consultant shall carry out the Services as provided in the completed and accepted Task Order.

SAMPLE

**Technical Request/Response Form****Task Order**

[INSERT PROJECT NAME]

**PORT HOUSTON**

Technical Request	
Task Order Number	TO#
Project Task Location	Location
Project Task Title	TO Title
Scope of Work	Insert Required SOW
Request Date	Click or tap to enter a date
File Number	Enter Contract ID
Purchase Order Number	Enter PO#
Consultant Response	
Response Date	Click or tap to enter a date
Delivery Methodology	Methodology; Attach additional pages if required
Proposed Team and Not-to Exceed Cost	<i>Attach corresponding Commercial Proposal</i>
Subconsultant(s)	Identify Subconsultant(s) and % Work Split
Deliverables	List of Deliverables
Schedule	Start and End Dates; Attach Primavera P6 Schedule
Interface Requirements	Identify Potential Interfaces
SBE Participation	Identify SBE Opportunities
Grant Support	Potential Grant Opportunities
Stakeholder Outreach / Liaison	Identify Approach
Environmental Sustainability Integration	Identify Approach
Anticipated Permit Needs	Potential Permit Needs / Amendments
Potential Risks / Opportunities	Identify high-level Risks / Opportunities

**Commercial Response Form**

Task Order Number: \_\_\_\_\_

Project Title: [Insert General Project Title]

Proposed Team*	Role/Discipline	Hours	Wage/Salary Rate	% of Total	Sub-Total
Resource 1	Role 1		\$ -	#DIV/0!	\$
Resource 2	Role 2		\$ -	#DIV/0!	\$
Resource 3	Role 3		\$ -	#DIV/0!	\$
Resource 4	Role 4		\$ -	#DIV/0!	\$
Resource 5	Role 5		\$ -	#DIV/0!	\$
Resource 6	Role 6		\$ -	#DIV/0!	\$
Resource 7	Role 7		\$ -	#DIV/0!	\$
Resource 8	Role 8		\$ -	#DIV/0!	\$
Resource 9	Role 9		\$ -	#DIV/0!	\$
Resource 10	Role 10		\$ -	#DIV/0!	\$
<i>*Add/delete team members as necessary</i>					
<b>Sub-total</b>					<b>\$</b>
Fixed Rate Multiplier					2.70
<b>Total Salaries, Wages, and Multiplier</b>					<b>\$</b>
Subcontracts					\$
Subcontracts Fixed Mark-up (Percentage)					6%
<b>Total Subcontractor</b>					<b>\$</b>
Reimbursable Travel Expenses	Provide Details				\$
Reimbursable Specialized Software and Hardware	Provide Details				\$
Other Reimbursable Costs	Provide Details				\$
<b>Total Not to Exceed Cost</b>					<b>\$</b>

**Acceptance Form**

**Task Order Agreement:**

The Parties agree to this Task Order on the technical and commercial terms set forth above, as of the last date below.

**PORT OF HOUSTON AUTHORITY  
OF HARRIS COUNTY, TEXAS**

**[CONSULTANT NAME]**

**APPROVED:**

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

Name:

Title:

**[CORRECT PERSON TO SIGN]  
[TITLE OF THIS PERSON]**

**APPROVED AS TO FORM:**

**FUNDS ARE AVAILABLE TO MEET THIS  
OBLIGATION WHEN DUE:**

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Financial Services Department

**REVIEWED:**

\_\_\_\_\_  
Controller

\_\_\_\_\_  
Strategic Sourcing



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## Section 4

# Exhibit No. 3 Scope of Services and Deliverables



**PORT HOUSTON<sup>SM</sup>**

**Scope of Services and Deliverables  
for  
Planning Support Services for Master Plan Updates**

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## 1 Introduction

The Port of Houston Authority (“Port Houston” or “PHA”) owns, operates, and manages a system of public marine terminals along the Houston Ship Channel, including major containers, breakbulk, general cargo, project cargo, bulk-adjacent, and multi-purpose facilities. These facilities support regional, national, and international supply chains and serve as critical infrastructure for the Houston region, the State of Texas, and the broader United States economy.

As vessel sizes, customer expectations, cargo profiles, truck and rail access requirements, technology platforms, resiliency needs, energy demands, environmental requirements, and supply chain practices continue to evolve, Port Houston requires a flexible, operationally grounded, and capital-program-oriented master planning framework. The intent is not to produce a single static plan, but to establish a multi-year planning services contract that can support ongoing master plan updates, focused technical studies, business case development, executive decision-making, and future capital investment planning through discrete task orders issued over time.

Port Houston has previously developed master planning concepts for its container and other cargo facilities. However, future planning must more directly incorporate current operating conditions, field-verified infrastructure constraints, operational requirements, real estate limitations, active and planned capital projects, changing cargo demand, technology shifts, and practical implementation considerations.

The updated master planning program should enable Port Houston to evaluate each facility both individually and as part of an integrated port-wide operating system. The objective is to develop realistic, actionable, and coordinated planning recommendations that support long-term capacity, operational efficiency, infrastructure investment, and strategic growth across Port Houston’s facilities.

**Procurement intent:** The selected consultant(s) shall provide planning, engineering, operations, transportation, market, environmental, real estate, cost estimating, scheduling, and visualization support under a multi-year professional services agreement. Port Houston may authorize work by individual task order, amendment, or other contractual mechanism. Individual task orders may include all, some, or portions of the tasks described in this Scope of Work, and Port Houston may add, modify, defer, re-sequence, or remove tasks based on business needs, funding availability, operational priorities, market conditions, and executive direction.

## 2 Purpose of the Master Planning Program

The purpose of this program is to develop and maintain integrated, actionable, and flexible master plans for Port Houston’s container and multipurpose cargo facilities. The planning program shall establish a clear roadmap for near-term optimization, mid-term capital investment, and long-term facility transformation, while preserving Port Houston’s ability to adapt as business needs change.

- Identify practical and implementable facility configuration alternatives for container, breakbulk, general cargo, project cargo, steel, heavy-lift, Ro/Ro-adjacent, warehousing, laydown, truck, rail, and support operations as applicable.
- Establish a credible basis for capital program prioritization, future task-order studies, and investment decisions.
- Evaluate existing facilities, future expansion areas, and adjacent properties as part of an integrated port-wide network.
- Support executives, Port Commission, customer, stakeholder, and interdepartmental decision-making through clear technical analysis and high-quality graphics.

- Create a living planning framework that can be refreshed, refined, and expanded over a multi-year period through task orders.

### **3 Program Objectives**

1. Develop field-verified existing conditions baselines for assigned facilities and project areas.
2. Document operational constraints, bottlenecks, safety issues, infrastructure limitations, land-use conflicts, and business risks.
3. Evaluate current and future cargo demand, customer requirements, vessel size trends, trade lane patterns, and cargo mix changes.
4. Develop practical capacity models for berth, wharf, yard, gate, warehouse, storage, rail, truck, utility, and support systems.
5. Identify near-term operational improvements that can increase productivity, capacity, safety, resiliency, and customer service without major new infrastructure where feasible.
6. Develop mid-term and long-term facility transformation concepts, including new cargo handling equipment, technology, automation readiness, utility upgrades, and real estate strategies.
7. Evaluate container terminal strategies including grounded storage, wheeled operations, chassis management, reefer/cold-chain growth, gate/OCR improvements, internal circulation, truck separation, and support uses.
8. Evaluate multipurpose cargo strategies including berth utilization, warehouse modernization, shed and laydown optimization, heavy-lift/project cargo staging, rail/truck interface, cargo segregation, and customer-specific requirements.
9. Integrate terminal planning with roadway, rail, wharf, berth, fendering, utility, stormwater, resiliency, environmental, security, technology, and real estate considerations.
10. Develop alternatives that can be screened against operational, financial, engineering, environmental, permitting, safety, schedule, stakeholder, and implementation criteria.
11. Prepare phased implementation plans with planning-level cost opinions, schedule logic, dependencies, operational triggers, and decision gates.
12. Support Port Houston in preparing executive-level materials, Commission-ready briefings, stakeholder presentations, and business case documentation.

### **4 Facilities and Geographic Area of Focus**

The planning program may include any Port Houston-owned, or Port Houston-managed facility, adjacent property, transportation interface, or support area authorized by Port Houston. The initial areas of focus are expected to include, but are not limited to, the following:

- Bayport Container Terminal, including existing terminal areas, future container yards, gate complexes, berth areas, internal roads, utility corridors, support facilities, and adjacent expansion areas.
- Bayport South properties, including existing and future lease areas, support areas, soil stockpile and laydown areas, truck access corridors, potential logistics/cold chain uses, and potential operational support functions for Bayport Container Terminal.
- Barbours Cut Container Terminal, including berth, wharf, yard, gate, support, maintenance, landside access, adjacent property, and potential future interface areas.
- Turning Basin Terminal and associated multipurpose cargo areas, including wharves, warehouses, transit sheds, laydown yards, truck/rail interfaces, cargo handling zones, maintenance/support areas, and adjacent properties.



- Other Port Houston multipurpose, breakbulk, general cargo, project cargo, storage, rail, industrial, inland or support facilities assigned by task order.
- Landside access interfaces, including internal terminal roads, gates, OCR, truck staging, rail corridors, public roadway interfaces, TxDOT interfaces, railroad interfaces, and inter-terminal movement corridors.
- Waterside interfaces, including berths, wharves, fendering, vessel access, dredge depth assumptions, turning areas, vessel traffic considerations, and coordination with other berth/channel studies.

## 5 Contracting and Task Order Approach

Port Houston intends to retain more than one consultant(s) or consultant team(s) under a multi-year planning services contract. The contract shall be structured to allow Port Houston to issue specific work authorizations or task orders over time. The tasks listed in this Scope of Work represent a menu of potential services rather than a fixed, single-project sequence. Port Houston may authorize individual task orders for one facility, multiple facilities, a single technical issue, a portfolio-wide planning question, or implementation support.

### 5.1 Task Order Flexibility

- Port Houston may authorize tasks individually, in groups, by facility, by cargo type, by project area, or by technical discipline.
- Task orders may be sequential, overlapping, iterative, or stand-alone, depending on Port Houston's needs.
- The consultant(s) shall be prepared to support both strategic master planning and focused technical analyses that may emerge from the master planning process.
- Port Houston may request expedited analyses, executive briefings, grant-support materials, planning exhibits, or business case memoranda outside the normal master plan sequence.
- The consultant(s) shall maintain continuity between task orders by managing assumptions, base mapping, data, schedules, cost estimates, decision logs, and version-controlled deliverables.

### 5.2 Potential Task Order Types

Task Order Type	Description
Program Mobilization and Data Baseline	Initial project management plan, data inventory, GIS/CAD base mapping, document review, stakeholder plan, and immediate gap analysis.
Facility-Specific Master Plan Update	Comprehensive master plan update for Bayport, Barbours Cut, Turning Basin Terminal, or another assigned facility.
Cargo-Specific Strategy	Focused planning for containers, reefer/cold chain, project cargo, steel, Ro/Ro-adjacent, breakbulk, warehousing, or other business lines.
Operational Capacity and Simulation Study	Capacity modeling, operational analysis, dwell sensitivity, terminal flow modeling, gate/OCR analysis, or scenario testing.

Task Order Type	Description
Strategic Land Use Study	Real estate, support use, truck separation, cold chain, chassis storage, laydown, and phased development planning.
Capital Program and Business Case Support	ROM cost, schedule, benefit, risk, phasing, grant-support, Commission briefing, or investment prioritization support.
Implementation and On-Call Support	As-needed planning support for emerging capital projects, consultant coordination, executive requests, stakeholder materials, and project scoping.

## 6 General Requirements Applicable to All Task Orders

### 6.1 Project Management and Governance

- Prepare a task-order-specific Project Management Plan identifying scope, deliverables, schedule, budget, staffing, communications, quality control, risk management, and decision points.
- Provide a Primavera P6 or Port Houston-approved schedule for each major task order, including milestones, deliverable reviews, dependencies, critical path, and Port Houston review periods.
- Provide bi-weekly or monthly progress reports, as directed by Port Houston, identifying work completed, upcoming activities, issues, risks, decisions needed, schedule status, and budget status.
- Maintain a decision log, action item log, risk register, deliverable review log, and assumptions/exclusions log for each task order.
- Coordinate work with ongoing Port Houston capital projects, engineering studies, environmental work, grants, real estate actions, operations initiatives, technology projects, and executive priorities.

### 6.2 Stakeholder Engagement

- Develop a stakeholder engagement plan tailored to each task order.
- Conduct workshops, interviews, field walks, design charrettes, alternatives review sessions, and executive briefings as authorized.
- Engage Operations, Maintenance, Project & Construction Management, Facility Planning, Real Estate, Commercial, Finance, Environmental, Security, IT/Technology, Procurement, Legal, Communications, and Executive Leadership as required.
- Prepare meeting agendas, facilitation materials, meeting notes, action items, issue summaries, and decision documentation.
- Identify conflicts between stakeholder priorities and recommend practical resolution pathways.

### 6.3 Data Management and Digital Deliverables

- Compile, organize, and maintain a controlled data room or shared digital workspace, as directed by Port Houston.
- Use Port Houston-approved coordinate systems, CAD standards, GIS standards, naming conventions, and file structures where available.
- Prepare GIS, 2D and 3D CAD, PDF, Word, Excel, PowerPoint, and other native files as required by task order.
- Document data sources, assumptions, limitations, and version history.
- Deliver editable source files for maps, graphics, cost estimates, schedules, models, and presentations unless otherwise approved by Port Houston.

### 6.4 Quality Assurance / Quality Control

- Prepare a QA/QC plan identifying technical review responsibilities, interdisciplinary coordination procedures, model validation methods, and deliverable review checkpoints.
- Ensure that all technical memoranda, maps, models, estimates, schedules, and recommendations are reviewed by qualified discipline leads before submission.
- Provide comment-response matrices for draft deliverables when requested.
- Revise deliverables based on Port Houston comments and maintain an auditable record of revisions.

### 6.5 Implementation Recommendations

- Planning recommendations shall be actionable and suitable for future capital project development.
- Recommendations shall identify enabling projects, dependencies, operational disruptions, phasing constraints, permits/approvals likely required, funding considerations, and rough order-of-magnitude costs.
- Where alternatives are presented, the consultant shall identify the operational benefits, drawbacks, risks, schedule implications, capital implications, and decision points associated with each alternative.
- Planning outputs shall be suitable for use in future scope development, capital budgeting, grant support, executive decision-making, and Port Commission briefings.

## 7 Potential Scope of Services / Task Menu

The following task menu is intended to be comprehensive and flexible. Port Houston may authorize any combination of tasks through individual task orders. The consultant shall tailor the work plan, level of detail, and deliverables to each task order while maintaining consistency with the overall planning framework.

### 7.1 Potential Task 1: Program Mobilization, Project Management, and Coordination

**Purpose:** Establish the management structure, controls, communication protocols, schedule, and governance framework needed to deliver task orders in a coordinated and accountable manner.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>• Conduct kickoff meetings and task-order initiation workshops.</li> </ul>	<ul style="list-style-type: none"> <li>• Kickoff agenda and meeting notes.</li> <li>• Project Management Plan.</li> </ul>

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>• Prepare a Project Management Plan and task-order work plan.</li> <li>• Develop and maintain P6 schedule, budget tracking, risk register, decision log, action log, and deliverable log.</li> <li>• Coordinate with Port Houston project managers and discipline leads.</li> <li>• Prepare monthly progress reports and executive status summaries.</li> <li>• Support task-order scoping, amendment development, and level-of-effort planning as needed.</li> </ul>	<ul style="list-style-type: none"> <li>• P6 schedule and milestone plan.</li> <li>• Monthly progress reports.</li> <li>• Risk, decision, assumption, and action-item logs.</li> <li>• Task-order closeout summary.</li> </ul>

## 7.2 Potential Task 2: Data Collection, Document Review, and Existing Conditions Baseline

**Purpose:** Develop a verified and current understanding of assigned facilities, infrastructure, operations, constraints, commitments, and active projects before developing future recommendations.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>• Collect and review prior master plans, as-built drawings, GIS/CAD files, aerial imagery, survey information, utility information, leases, traffic data, cargo data, equipment data, maintenance records, environmental documents, and active project information.</li> <li>• Develop a data gap matrix and request additional information as needed.</li> <li>• Prepare current existing conditions maps using current aerials, GIS, CAD, field verification, and stakeholder validation.</li> <li>• Document discrepancies between legacy plans and current field conditions.</li> <li>• Identify existing facility constraints, active capital projects, leases, easements, operating commitments, soil stockpiles, laydown areas, and known encumbrances.</li> </ul>	<ul style="list-style-type: none"> <li>• Kickoff Data request list and data inventory.</li> <li>• Existing Conditions Baseline Report.</li> <li>• Existing conditions GIS/CAD base maps.</li> <li>• Photographic field log or field verification summary.</li> <li>• Data gap and constraints matrix.</li> <li>• Current project and commitment overlay exhibits.</li> </ul>

## 7.3 Potential Task 3: Market, Cargo Forecast, Customer, and Trade Lane Assessment

**Purpose:** Provide business context for facility planning by evaluating current and future cargo demand, trade lanes, customer needs, cargo mix, vessel trends, and supply chain drivers.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Review Port Houston cargo forecasts, market studies, customer data, vessel call data, cargo mix trends, dwell data, and trade lane information.</li> <li>Evaluate container growth, reefer demand, breakbulk/general cargo trends, steel/project cargo requirements, warehousing needs, and specialty cargo opportunities.</li> <li>Assess vessel size trends, service strings, customer strategies, regional logistics development, inland distribution patterns, rail/truck dependencies, and competitive port dynamics.</li> <li>Develop planning scenarios reflecting conservative, moderate, high-growth, and strategic opportunity cases.</li> <li>Coordinate with Commercial, Operations, Finance, and Planning to validate business assumptions.</li> </ul>	<ul style="list-style-type: none"> <li>Market and Cargo Context Memorandum.</li> <li>Trade lane and cargo mix assumptions matrix.</li> <li>Planning scenario definitions.</li> <li>Customer and service requirement summary.</li> <li>Forecast sensitivity summary.</li> <li>Input dataset for capacity and alternatives analysis.</li> </ul>

#### 7.4 Potential Task 4: Stakeholder Engagement and Operational Requirements Definition

**Purpose:** Translate stakeholders input into clear planning requirements, business needs, operational constraints, and evaluation criteria.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Conduct interviews, workshops, and field walks with terminal operations and support departments.</li> <li>Document current operating issues, future needs, constraints, opportunities, and desired outcomes.</li> <li>Develop facility-specific operating principles and planning guardrails.</li> <li>Identify issues requiring executive decisions or interdepartmental alignment.</li> <li>Prepare stakeholder input summaries and validate them with Port Houston.</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholder Engagement Plan.</li> <li>Workshop materials and meeting notes.</li> <li>Operations Needs and Constraints Matrix.</li> <li>Planning Principles and Design Guardrails Memorandum.</li> <li>Issue and decision log.</li> </ul>

#### 7.5 Potential Task 5: Container Terminal Operational Assessment and Capacity Modeling

**Purpose.** Assess existing and future container terminal capacity and operational performance across berth, crane, yard, gate, truck, rail, reefer, equipment, and support systems.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Evaluate vessel operations, crane productivity, berth utilization, yard density, stack height, dwell, gate transactions, OCR processes, truck flow, chassis storage, empty storage, reefer operations, equipment deployment, and support functions.</li> <li>Develop theoretical, practical, and constrained capacity estimates.</li> <li>Test capacity under alternative dwell, stack height, RTG configuration, gate-hour, appointment, truck, rail, and trade-lane scenarios.</li> <li>Evaluate whether capacity constraints are caused by berth, yard, gate, equipment, landside access, utilities, support areas, or operating policies.</li> <li>Identify near-term operational levers and long-term capital investments needed to support growth.</li> </ul>	<ul style="list-style-type: none"> <li>Container Terminal Operational Assessment Report.</li> <li>Capacity Model and methodology documentation.</li> <li>Scenario testing results.</li> <li>Dwell and utilization sensitivity analysis.</li> <li>Capacity constraints and opportunity matrix.</li> <li>Recommended planning assumptions.</li> </ul>

## 7.6 Potential Task 6: Multipurpose, Breakbulk, General Cargo, and Warehousing Operational Assessment

**Purpose:** Assess operational needs and master planning alternatives for multipurpose cargo facilities, including wharf, warehouse, laydown, rail, truck, equipment, and customer-specific requirements.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Evaluate berth utilization, wharf operations, cargo handling equipment, warehouse/shed utilization, laydown areas, open storage, project cargo staging, heavy-lift corridors, truck circulation, rail interface, cargo segregation, and customer service requirements.</li> <li>Assess cargo-specific needs for steel, project cargo, breakbulk, heavy-lift, Ro/Ro-adjacent, bagged/baled cargo, containers-on-chassis where applicable, and other assigned cargo types.</li> <li>Evaluate whether existing warehouses, transit sheds, pavements, utilities, rail spurs, and roadways support current and future cargo demands.</li> </ul>	<ul style="list-style-type: none"> <li>Multipurpose Cargo Operational Assessment Report.</li> <li>Warehouse and laydown utilization exhibits.</li> <li>Cargo-specific requirements matrix.</li> <li>Terminal improvement opportunity list.</li> <li>Multipurpose facility alternatives.</li> <li>Recommended planning assumptions and implementation considerations.</li> </ul>



Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Identify opportunities to modernize warehouses, improve cargo flow, reduce conflicts, increase storage efficiency, and preserve operational flexibility.</li> <li>Develop planning concepts for assigned multipurpose terminals and properties.</li> </ul>	

## 7.7 Potential Task 7: Terminal Land Use, Yard Optimization, and Grounded Storage Strategy

**Purpose:** Optimize land use within high-value terminal areas and identify strategies to increase throughput, flexibility, safety, and storage capacity.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Evaluate current land uses and identify conflicts between cargo operations, support facilities, parking, equipment storage, maintenance, administrative uses, leases, and future capacity needs.</li> <li>Assess opportunities to convert wheeled storage to grounded operations where appropriate.</li> <li>Evaluate chassis storage, empty storage, RTG parking, container yard block configuration, customs staging, maintenance proximity, administrative building location, and employee/contractor parking.</li> <li>Develop alternatives that preserve core terminal land for vessel and cargo operations while relocating non-core uses where feasible.</li> <li>Identify operational impacts, safety considerations, required enabling projects, and phasing constraints.</li> </ul>	<ul style="list-style-type: none"> <li>Land Use and Yard Optimization Memorandum.</li> <li>Current and proposed land use exhibits.</li> <li>Grounded storage opportunity analysis.</li> <li>Support use relocation matrix.</li> <li>Operational impact summary.</li> <li>Preferred yard optimization strategy by facility.</li> </ul>

## 7.8 Potential Task 8: Bayport South and Strategic Adjacent Property Planning

**Purpose:** Develop a strategic, flexible, and phased land-use and operations plan for Bayport South and other adjacent properties that may support future terminal growth.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Inventory existing leases, real estate commitments, soil stockpiles, laydown needs, environmental constraints, roadway interfaces, utility corridors, and active/planned projects.</li> </ul>	<ul style="list-style-type: none"> <li>Bayport South / Adjacent Property Strategy Report.</li> <li>Real estate commitments and constraints matrix.</li> <li>Phased land-use alternatives.</li> </ul>

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Evaluate Bayport South uses such as import delivery, export receiving, empty storage, chassis storage, truck staging, reefer/cold-chain facilities, cross-dock/warehouse uses, rail-served logistics, maintenance/support, construction laydown, and shuttle transfer functions.</li> <li>Assess land turnover assumptions, lease expiration triggers, compatibility with capital projects, and interim versus ultimate uses.</li> <li>Develop phased land-use alternatives tied to business triggers and operational needs.</li> <li>Coordinate with Real Estate, Operations, Commercial, PCM, and Finance.</li> </ul>	<ul style="list-style-type: none"> <li>Lease/turnover trigger summary.</li> <li>Strategic opportunity and risk matrix.</li> <li>Preferred phased strategy and exhibits.</li> </ul>

## 7.9 Potential Task 9: Gate, OCR, Security, Truck Processing, and Landside Access Strategy

**Purpose:** Evaluate and plan efficient, scalable, and safe landside access systems for trucks, employees, contractors, emergency vehicles, and support traffic.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Assess existing and future gate capacity, OCR processing, TWIC/security processes, appointment systems, gate hours, truck queues, turning radii, truck staging, canopy needs, technology infrastructure, and roadway interfaces.</li> <li>Evaluate potential expansion, relocation, reconfiguration, or addition of gate and OCR facilities.</li> <li>Analyze integration with internal roads, Bayport Southern Access Road, public roadway interfaces, TxDOT projects, and other planned access improvements.</li> <li>Develop truck flow alternatives that reduce conflicts between road trucks and internal terminal equipment.</li> <li>Evaluate near-term operational changes and long-term capital investments.</li> </ul>	<ul style="list-style-type: none"> <li>Gate and Landside Access Strategy Report.</li> <li>Gate/OCR capacity and constraints analysis.</li> <li>Truck circulation and turning movement exhibits.</li> <li>Gate expansion/reconfiguration alternatives.</li> <li>Technology and infrastructure requirements summary.</li> <li>Phased implementation recommendations.</li> </ul>

## 7.10 Potential Task 10: Internal Roadway, Rail Interface, and Circulation Analysis

**Purpose:** Improve internal movement of cargo, trucks, equipment, rail-related traffic, emergency vehicles, and support vehicles within and between facilities.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Map and analyze internal terminal circulation for road trucks, yard equipment, shuttle vehicles, maintenance, emergency access, employee access, rail drayage, and support vehicles.</li> <li>Identify bottlenecks, conflict points, safety concerns, operational inefficiencies, and circulation constraints.</li> <li>Evaluate internal roadway concepts, including primary terminal spines, access control points, separated traffic flows, shuttle routes, and emergency access routes.</li> <li>Assess rail interface requirements where applicable, including rail-served warehouses, transload/cross-dock opportunities, and impacts to terminal circulation.</li> <li>Develop circulation alternatives compatible with future yards, gates, and support facility concepts.</li> </ul>	<ul style="list-style-type: none"> <li>Internal Circulation and Rail Interface Memorandum.</li> <li>Conflict points and bottleneck maps.</li> <li>Truck/equipment/rail circulation exhibits.</li> <li>Roadway improvement alternatives.</li> <li>Emergency and maintenance access considerations.</li> <li>Preferred circulation strategy.</li> </ul>

## 7.11 Potential Task 11: Equipment, Technology, and Operating Systems Strategy

**Purpose:** Assess how equipment, technology, automation readiness, and operating systems can improve capacity, reliability, safety, labor efficiency, and long-term competitiveness.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Evaluate current and future cargo handling equipment needs for containers and multipurpose cargo, including cranes, RTGs, top picks, reach stackers, forklifts, heavy-lift equipment, terminal tractors, chassis, shuttle equipment, and specialty equipment.</li> <li>Assess six-high RTGs, higher-density RTG operations, back-to-back operations, automated rail-mounted gantries, semi-automated systems, shuttle transfer systems, remote operations, and hybrid concepts where applicable.</li> </ul>	<ul style="list-style-type: none"> <li>Equipment, Technology, and Operating Systems Strategy Report.</li> <li>Equipment scenario comparison matrix.</li> <li>Technology readiness assessment.</li> <li>Technology and systems requirements summary.</li> <li>Infrastructure implications memorandum.</li> <li>Recommended near-, mid- and long-term equipment strategy.</li> </ul>

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Evaluate technology needs including TOS, OCR, asset tracking, appointment systems, yard inventory systems, digital twin/simulation, traffic systems, communications, radio frequency identification systems (RFID), cybersecurity considerations, and operational control room concepts.</li> <li>Identify infrastructure implications including pavement, foundations, power, communications, maintenance, safety, training, and phasing.</li> <li>Compare alternatives based on capacity, cost, implementation complexity, resilience, scalability, operational disruption, and workforce implications.</li> </ul>	

## 7.12 Potential Task 12: Reefer, Cold Chain, and Temperature-Controlled Cargo Strategy

**Purpose:** Plan for current and future reefer and cold-chain requirements while preserving terminal flexibility and avoiding premature or stranded infrastructure investment.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Evaluate current reefer volumes, plug/rack utilization, dwell, trade lane demand, customer requirements, and forecast growth.</li> <li>Assess reefer rack versus plug strategies, centralized versus distributed reefer locations, end-cap concepts, Bayport South cold-chain concepts, cross-dock/warehouse opportunities, and partnership opportunities.</li> <li>Evaluate operational impacts of reefer location on vessel productivity, yard moves, shuttle requirements, truck access, and dwell.</li> <li>Assess utility requirements including power load, substations, conduit/duct bank needs, communications, backup power, and future expansion readiness.</li> <li>Develop flexible infrastructure strategies such as installing future-ready duct banks and utility corridors where justified.</li> </ul>	<ul style="list-style-type: none"> <li>Reefer and Cold Chain Strategy Report.</li> <li>Reefer demand and trade lane assumptions.</li> <li>Reefer location alternatives.</li> <li>Rack/plug/future-ready infrastructure comparison.</li> <li>Electrical and utility requirements summary.</li> <li>Phased cold-chain opportunity roadmap.</li> </ul>

### 7.13 Potential Task 13: Utilities, Power, Drainage, Pavement, Resiliency, and Sustainability Planning

**Purpose:** Identify infrastructure requirements and constraints that could enable or limit terminal growth, technology adoption, resilience, and operational continuity.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Assess available information on electrical, water, wastewater, stormwater, drainage, communications, fuel, lighting, pavement, and other utilities as applicable.</li> <li>Evaluate utility loads for future reefer, automation, electrification, warehouses, maintenance, charging, lighting, communications, and security systems.</li> <li>Assess opportunities and constraints associated with energy transition initiatives, alternative fuels, and other emerging maritime technologies that may influence future infrastructure, utility demands, terminal layout, and long-term facility competitiveness.</li> <li>Assess drainage, pavement, flood, storm surge, hurricane, heat, and climate resilience considerations at a planning level.</li> <li>Coordinate with ongoing drainage, stormwater, pavement, utility, sustainability, emissions, and resiliency studies.</li> <li>Identify enabling infrastructure projects and potential conflicts with future terminal layouts.</li> </ul>	<ul style="list-style-type: none"> <li>Utilities and Infrastructure Readiness Memorandum.</li> <li>Electrical load and utility constraints summary.</li> <li>Energy Transition Assessment</li> <li>Drainage/pavement/resiliency planning considerations.</li> <li>Enabling projects list.</li> <li>Sustainability and emissions planning opportunities.</li> <li>Infrastructure phasing recommendations.</li> </ul>

### 7.14 Potential Task 14: Waterside, Wharf, Berth, Fendering, and Marine Interface Coordination

**Purpose:** Coordinate landside master planning with berth, wharf, vessel, fendering, dredging, and marine operational assumptions.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Review existing berth, wharf, crane, fendering, dredge depth, vessel size, berth occupancy, mooring, and marine access information.</li> <li>Coordinate planning assumptions with ongoing berth, wharf, fendering, turning basin, dredging, channel, and vessel simulation studies.</li> </ul>	<ul style="list-style-type: none"> <li>Marine Interface Coordination Memorandum.</li> <li>Berth and wharf assumptions matrix.</li> <li>Vessel size and berth flexibility considerations.</li> <li>Waterside-landside interface exhibits.</li> <li>Risks, dependencies, and coordination need summary.</li> </ul>

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Assess how vessel size trends and berth configurations affect yard, equipment, gate, and support facility needs.</li> <li>Identify wharf/berth interface constraints and opportunities that should influence terminal layouts.</li> <li>Develop planning-level recommendations for future berth flexibility and landside compatibility.</li> </ul>	

### 7.15 Potential Task 15: Environmental, Regulatory, Permitting, and Agency Coordination Screening

**Purpose:** Identify environmental, regulatory, permitting, and agency issues that may affect implementation, cost, schedule, phasing, or alternatives selection.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Prepare planning-level screening of potential environmental and permitting considerations, including wetlands, waters of the U.S., stormwater, air/noise, cultural resources, threatened and endangered species, dredging, mitigation, contaminated materials, and adjacent community considerations as applicable.</li> <li>Identify potential approvals or coordination needs with agencies such as USACE, TxDOT, railroads, TCEQ, GLO, resource agencies, local governments, and others as applicable.</li> <li>Evaluate whether alternatives may trigger different levels of environmental review, permitting risk, mitigation cost, or schedule uncertainty.</li> <li>Coordinate with Port Houston Environmental and Legal as directed.</li> <li>Support early agency coordination materials or meeting preparation when authorized by task order.</li> </ul>	<ul style="list-style-type: none"> <li>Environmental and Regulatory Screening Memorandum.</li> <li>Permitting risk matrix by alternative.</li> <li>Agency coordination plan or briefing materials.</li> <li>Environmental constraints exhibits.</li> <li>Mitigation and schedule risk considerations.</li> </ul>

### 7.16 Potential Task 16: Alternatives Development, Evaluation, and Preferred Plan Selection

**Purpose:** Develop, compare, refine, and recommend master plan alternatives using transparent criteria and Port Houston decision milestones.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Develop a range of alternatives from incremental optimization to transformational concepts.</li> <li>Establish evaluation criteria in coordination with Port Houston, such as capacity, operational efficiency, safety, customer service, cost, revenue potential, constructability, disruption, environmental/permitting risk, resiliency, phasing, real estate feasibility, and strategic alignment.</li> <li>Conduct screening workshops and decision gates to narrow alternatives.</li> <li>Prepare comparative matrices, planning exhibits, and implementation narratives.</li> <li>Refine preferred alternatives based on Port Houston direction.</li> </ul>	<ul style="list-style-type: none"> <li>Alternatives Development Package.</li> <li>Evaluation criteria and scoring matrix.</li> <li>Alternatives screening memorandum.</li> <li>Preferred plan recommendation.</li> <li>Decision gate materials and meeting notes.</li> </ul>

### 7.17 Potential Task 17: Cost Estimating, Schedule, Financial, Economic, and Business Case Support

**Purpose:** Support capital prioritization and investment decisions through planning-level cost, schedule, risk, benefit, and business case analysis.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Prepare planning-level rough order-of-magnitude (ROM) cost opinions for alternatives and projects, including appropriate contingencies and basis-of-estimate documentation.</li> <li>Prepare high-level implementation schedules and sequencing logic for recommended projects.</li> <li>Evaluate order-of-magnitude operational, revenue, throughput, resiliency, safety, or service benefits where data is available.</li> <li>Support benefit-cost, grant, funding, or business case analyses as authorized.</li> <li>Identify cost, schedule, market, delivery, permitting, utility, real estate, and operational risks.</li> </ul>	<ul style="list-style-type: none"> <li>ROM Cost Opinion and Basis of Estimate.</li> <li>Implementation schedule and phasing logic.</li> <li>Financial/economic/business case memorandum as authorized.</li> <li>Benefit and risk summary.</li> <li>Capital prioritization matrix.</li> </ul>

### 7.18 Potential Task 18: Phasing, Capital Program, and Implementation Roadmap

**Purpose:** Translate the preferred master plan into an actionable sequence of projects, decisions, dependencies, and capital planning recommendations.



Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Develop near-term, mid-term, and long-term implementation phases.</li> <li>Identify enabling projects, operational triggers, lease/real estate triggers, cargo volume triggers, equipment triggers, utility triggers, permitting triggers, and funding triggers.</li> <li>Identify projects that should be avoided, deferred, or modified because they may conflict with long-term plans.</li> <li>Develop a portfolio-level roadmap that connects planning recommendations to future capital projects and task-order studies.</li> <li>Coordinate recommendations with Port Houston capital planning and budgeting processes.</li> </ul>	<ul style="list-style-type: none"> <li>Phased Implementation Roadmap.</li> <li>Capital project candidate list.</li> <li>Trigger and dependency matrix.</li> <li>Project sequencing exhibits.</li> <li>Recommended capital program package.</li> </ul>

### 7.19 Potential Task 19: Master Plan Documentation, Graphics, and Executive Communication Materials

**Purpose:** Prepare clear, visually compelling, and decision-ready materials suitable for technical, executive, Commission, and stakeholder audiences.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>Prepare technical reports, executive summaries, visual exhibits, maps, diagrams, dashboards, briefing decks, and one-page decision materials as requested.</li> <li>Develop high-quality before/after layouts, phased plans, alternatives graphics, capacity graphics, land-use diagrams, and implementation graphics.</li> <li>Prepare Commission-ready and executive-ready presentations tailored to the audience and decision required.</li> <li>Maintain consistency across deliverables so that individual task orders build into a coherent master planning program.</li> </ul>	<ul style="list-style-type: none"> <li>Draft and final technical reports.</li> <li>Executive summaries and briefing papers.</li> <li>Presentation decks.</li> <li>GIS/2D and 3D CAD/PDF exhibits.</li> <li>Editable graphics and source files.</li> <li>Final Master Plan Report or task-order final report.</li> </ul>

### 7.20 On-Call Planning, Project Scoping, and Implementation Support

**Purpose:** Provide as-needed planning support for emerging business needs, capital projects, executive requests, grant opportunities, stakeholder questions, and follow-on studies.

Representative Subtasks / Services	Representative Deliverables
<ul style="list-style-type: none"> <li>• Prepare scopes, planning exhibits, white papers, board/Commission materials, grant-support graphics, quick-turn analyses, data summaries, and project concept memoranda as authorized.</li> <li>• Support Port Houston in reviewing consultant deliverables from other projects when they affect master planning assumptions.</li> <li>• Provide meeting support, technical advice, alternatives review, and executive briefing support.</li> <li>• Update prior deliverables or models as new information becomes available.</li> </ul>	<ul style="list-style-type: none"> <li>• On-call technical memoranda.</li> <li>• Project scoping packages.</li> <li>• Quick-turn exhibits and presentations.</li> <li>• Updated assumptions logs or model outputs.</li> <li>• Meeting support materials.</li> </ul>

## 8 Potential Deliverables and Work Products

Actual deliverables will be defined in each task order. The following list identifies potential deliverables that may be required over the life of the contract.

- Project Management Plan and task-order work plans.
- P6 schedules, progress reports, risk registers, decision logs, action item logs, assumptions logs, and deliverable review logs.
- Data inventory, data gap matrix, existing conditions report and verified GIS/CAD base maps.
- Operational assessment reports for container and/or multipurpose facilities.
- Capacity models, model documentation, and scenario testing outputs.
- Market, cargo forecast, trade lane, and customer requirements memoranda.
- Stakeholder engagement summaries and operations needs/constraints matrices.
- Facility-specific master plan alternatives and preferred plans.
- Bayport South and adjacent property strategic land-use plans.
- Gate, OCR, truck, rail, roadway, and circulation strategies.
- Reefer, cold chain, utilities, and electrical infrastructure strategies.
- Equipment, technology, automation, and operating system strategies.
- Multipurpose cargo, warehouse, laydown, heavy-lift, and support facility strategies.
- Environmental, regulatory, permitting, and agency coordination screening memoranda.
- ROM cost opinions, basis of estimate, schedule/phasing plans, and capital prioritization matrices.
- Executive summaries, briefing papers, Commission-ready presentations, and stakeholder-facing graphics.
- Final Master Plan Report or task-order final report, including appendices and editable source files.

## 9 Assumptions, Exclusions, and Dependencies

Each task order shall clearly document assumptions, exclusions, and dependencies. Unless specifically authorized by Port Houston, the following assumptions apply:

- Planning analyses shall be based on available information, field verification, stakeholder input, and planning-level assumptions unless a task order authorizes detailed engineering, survey, geotechnical investigation, environmental field work, or final design.
- Planning-level cost opinions shall not be treated as final design estimates or construction bids and shall include appropriate contingencies and basis-of-estimate documentation.
- Environmental and permitting analyses shall be screening-level unless Port Houston specifically authorizes permit applications, agency submittals, field delineations, modeling, or detailed environmental documentation.
- Recommendations shall remain flexible and shall not preclude future alternatives unless Port Houston formally selects a preferred plan or project direction.
- The consultant(s) shall identify data gaps or uncertainty that could materially affect planning conclusions, cost, schedule, permitting, or implementation decisions.
- Task-order deliverables shall be considered draft until reviewed and accepted by Port Houston.

## 10 Review Milestones and Decision Gates

Major task orders should include structured review points to allow Port Houston to guide the work before major effort is expended. Typical decision gates may include:

- **Gate 1:** Confirm project objectives, project area, stakeholders, data availability, and work plan.
- **Gate 2:** Validate existing conditions, constraints, business assumptions, and baseline operations.
- **Gate 3:** Confirm planning scenarios, capacity methodology, evaluation criteria, and alternatives to be developed.
- **Gate 4:** Review preliminary alternatives, screening results, and key trade-offs.
- **Gate 5:** Select preferred alternative or preferred strategy for refinement.
- **Gate 6:** Review implementation roadmap, cost, schedule, dependencies, risks, and executive decision materials.
- **Gate 7:** Final acceptance of task-order deliverables and identification of follow-on task orders or capital projects.

## 11 Desired Characteristics of the Final Planning Program

The successful planning program should produce more than a report. It should create an adaptable decision-support framework for Port Houston. Desired characteristics include:

- **Operationally grounded:** recommendations must be validated against how facilities actually operate.
- **Flexible:** plans must allow Port Houston to adapt to changing cargo demand, customer needs, technology, leases, funding, environmental requirements, and executive priorities.
- **Capital-program oriented:** outputs must translate into implementable projects, budgets, schedules, and decision packages.
- **Integrated:** container, multipurpose cargo, marine, landside, utility, real estate, environmental, technology, and financial considerations must be coordinated.

- **Visual and decision-ready:** graphics and summaries must be clear enough to support executive and Commission-level decisions.
- **Living and updateable:** data, models, assumptions, exhibits, and recommendations must be structured so they can be refreshed over time.