

DRAFT

PLACEMENT AREA FIVE/SIX
OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF TEXAS CITY
TEXAS CITY SHIP CHANNEL, TX

I. PURPOSE

The purpose of this Operations Plan is to outline the responsibilities of the U.S. Army Corps of Engineers Galveston District (“*District*”) and the City of Texas City (“*Non-Federal Sponsor*”) related to the construction, use, and operation and maintenance of Dredged Material Placement Area (DMPA) capacity at Placement Area (PA) 5/6, constructed by the District beyond the capacity that is required for Texas City Ship Channel (“*Project*”) purposes, under the authority of Section 217(a) of the Water Resources Development Act of 1996, as amended (33 U.S.C. 2326a(a)) (“*Section 217(a)*”).

II. PROJECT

The Texas City Ship Channel (TCSC) deep draft navigation project consists of a 46-foot deep by 400-foot wide by approximately 9.4-mile-long channel; extending from the intersection of Galveston Harbor and the Houston Ship Channel to a turning basin and Industrial Canal to the facilities at the Port of Texas City.

The table below provides the channel reaches and associated dimensions.

Table 1: Channel Dimensions			
Reach or Segment	Station to Station (sta)	Depth (ft)	Width (ft)
Texas City Main Channel	0+000 to 36+200.7	46	400
Texas City Turning Basin	0+00 to 42+86	46	1,000-1,200
Industrial Canal	0+00 to 88+13.76	41	300-400
Industrial Canal Turning Basin	88+13.76 to 99+63.76	41	1,000



Figure 1: TCSC Placement Areas

III. COORDINATION BETWEEN NON-FEDERAL SPONSOR AND PORT OF TEXAS CITY

The Non-Federal Sponsor agrees to secure funding from the [Texas City Terminal Railway Company d/b/a the "Port of Texas City"](#) for the purposes of executing this agreement.

The Port of Texas City, on behalf of the Non-Federal Sponsor, will maintain responsibility for all construction and Operations requirements per this agreement. The Non-Federal Capacity constructed via this agreement will be provided exclusively to the Port of Texas City [and its designees and its stakeholders](#).

IV. CONSTRUCTION OF ADDITIONAL 217(a) CAPACITY

In accordance with the Water Resources Development Act of 1996, Section 217(a), the government may provide additional capacity at a dredged material disposal facility constructed by the government beyond the capacity that would be required for project purposes if the non-Federal interest agrees to pay, during the period of construction, all costs associated with the construction of the additional capacity.

a. Construction of Additional Capacity.

The District and the Non-Federal Sponsor anticipate issuing a contract for improvements to PA 5/6 to create additional capacity for maintenance material originating from the Federal channel and for non-Federal maintenance and new work material. Pursuant to Section 217(a), the Non-Federal Sponsor will contribute funding for the costs associated with constructing additional non-Federal capacity at the PA 5/6.

b. Initial Allocation of Additional Capacity between the United States and the Non-Federal Sponsor.

A contract has been designed for containment dike improvements at PA 5/6 to create a total of 1,699,000 CY of capacity. The work includes construction of an approximate 3-foot containment dike raise. Federal and non-Federal capacity will be allocated as follows:

DMPA	Percent of Additional (217a) Capacity Created	Additional (217a) Capacity Created <i>(In Cubic Yards)</i>	Percent of Federal Capacity Created	Federal Capacity Created <i>(In Cubic Yards)</i>	Total Capacity Created <i>(In Cubic Yards)</i>
PA 5/6	66.7%	1,133,000	33.3%	566,000	1,699,000

V. NON-FEDERAL OPERATIONS & MAINTENANCE

a. Coordination of Non-Federal Use and Accountability for Capacity Used

- i. Following the creation of non-Federal capacity under Section 217(a) of WRDA 1996, non-Federal disposal quantities shall be tracked in order to ensure the available non-Federal capacity, constructed under 217(a), is not exceeded nor taken.
- ii. Any Corps of Engineers construction or maintenance work will take precedence over non-Federal activities.

- iii. Prior to each non-federal dredging event, the [Port of Texas City](#) ~~City of Texas City~~ or applicant will be required to demonstrate that the dredged material to be placed in the DMPA is not contaminated and is compatible with the management plans for the facility. This will be ensured in accordance with the Galveston District Sediment Testing Protocol. No material will be placed into federally constructed DMPAs without sediment testing.

- iv. The applicant will be required to perform Before Dredging (BD) and After Dredging (AD) surveys for each dredging/disposal action, as identified below:
 - 1. Provide BD surveys and associated volume computations stamped, checked, and certified by a Registered Professional Licensed Surveyor (RPLS) and submitted to the Government for its review a minimum of ten (10) days prior to commencement of dredging operations. A RPLS will not be required to stamp, check and certify surveys and volume computations if the Government performs the BD surveys.
 - 2. Within fourteen (14) days of completing the dredging and disposal activity, the applicant shall provide AD surveys and associated volume computations stamped, checked, and certified by a RPLS, to the Government for its review. A RPLS will not be required to stamp, check and certify the surveys and volume computations if the Government performs the AD surveys.
 - 3. Within thirty (30) days of receipt of satisfactory AD data, the Government will complete a reconciliation of BD and AD data provided by the applicant to determine the actual quantity of dredged material placed.
 - 4. The Galveston District will track the non-Federal capacity constructed under 217(a) by subtracting the actual dredging volumes from the constructed non-Federal capacity. Once the non-Federal capacity has been exhausted, the DMPA will not be available for non-Federal use unless Galveston District allows further placement under subsequent agreement/s.

- v. The [Port of Texas City](#) ~~City of Texas City~~ or applicant shall coordinate each non-Federal dredging event with the Galveston District's TCSC Operations Manager, prior to commencement of dredging activities. Coordination to include, but not limited to:
 - 1. Scheduling pre-work and post-work meetings
 - 2. Ensure non-Federal dredging does not interfere with Federal operations and maintenance.

- 3. Ensure sediment testing is performed and analyzed in accordance with Galveston District Sediment Testing Protocol
 - 4. Onsite pre-dredge and post-dredge site inspections
- vi. The applicant shall ensure that once disposal operations are completed, boards on the spillway of the DMPA are removed at a proper rate to allow and encourage drainage of the area. Spillways shall be operated in general accordance with guidelines contained in the Engineering Manual EM 1110-2-5025 entitled, "Engineering and Design, Dredging and Dredged Material Management," to maintain uniformity of weir elevation around the drop-outlet structure, as is practicable, during discharge of effluent. Boards shall be uniform in width and of proper length so insertion and removal is not difficult. Cracked, warped or boards of improper length shall be replaced. Seepage between boards during ponding shall be eliminated using plastic sheeting or other effective methods. Upon completion of discharge within the DMPA, the applicant will ensure that their contractor removes the boards as soon as practicable to accomplish drainage of the DMPA. The applicant will ensure that their contractor monitors the drainage of the DMPA for a minimum of 60 days to ensure maximum drainage.
 - vii. All of the applicant's equipment and materials, other than dredged material, must be removed from the DMPA within 14 days after completion of the disposal operations.

b. Operations & Maintenance of Placement Area 5/6

The Government is responsible for all financial obligations for operations and maintenance of the Federal project, which includes Placement Area 5/6. Operations and Maintenance of Placement Areas includes, but is not limited to dewatering activities, clearing and mowing, spillway structure repair or replacement, and maintenance of access roads.

- i. Spillway Structure Repair or Replacement - Pre-Dredge and Post-Dredge site inspections of Placement Area 5/6 will be performed by both parties. If it is determined that the Spillway Structure(s) were damaged during non-Federal disposal operations, The City of Texas City will be responsible for the Repair or Replacement of the Spillway Structure as necessary to achieve a safe and stable structure per USACE specifications.
- ii. Emergency Situations - In the event of a natural catastrophe, or "Force Majeure," Placement Area 5/6 will be

repaired/maintained by both the Government and The City of Texas City on a pro-rata share relative to the additional capacity that was created under the 217(a) authority.

VI. METHOD OF PAYMENT FOR OPERATIONS AND MAINTENANCE

- a. The Non-Federal Sponsor shall provide the contribution of funds required by this agreement prior to advertisement of the solicitation pursuant FAR 32.7 and in accordance with the provisions below.
 - i. Not less than 30 calendar days prior to the scheduled date of advertisement of the solicitation the Non-Federal Sponsor shall make funds available to the Government. The Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the work.

VII. NOTICES

- a. Any notice, request, demand, or other communication required or permitted to be given under this Operations Plan shall be deemed to have been duly given if in writing and either delivered personally or mailed, with return receipt, by registered or certified mail, as follows:

If to the Non-Federal Sponsor:

Mayor of Texas City
1801 9th Avenue N
Texas City, TX 77590

If to the Government:

District Engineer
U.S. Army Corps of Engineers, Galveston District
2000 Fort Point Road
Galveston, TX 77550

- i. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.
- ii. This Operations Plan may be modified or amended only by written, mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Operations Plan as of the day, month, and year first above written.

CORPS OF ENGINEERS

THE CITY OF TEXAS CITY

BY: _____
Chris Frabotta, P.E.
Chief, Operations Division

BY: _____
Dedrick D. Johnson
Mayor, Texas City

DATE: _____

DATE: _____