

NOTICE OF MEETING

The Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") will meet in special session at the Ruben Bonilla Center for Global Trade, located at 222 Power Street, Corpus Christi, Texas on **Wednesday, December 17, 2014, at 8:00 a.m.**

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Sherry DuBois at 885-6174 at least 48 hours in advance so that appropriate arrangements can be made.

Si usted se dirige a la junta y cree que su inglés es limitado, habrá un intérprete inglés español en la reunión de la junta para ayudarle.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting to discuss matters listed on the agenda when authorized to do so by the provisions of Section 418.183 or Chapter 551 of the Texas Government Code. In the event the Commission elects to go into executive session regarding any agenda item, the presiding officer will publicly announce the section or sections of the Texas Government Code authorizing the executive session.

The agenda for the meeting is as follows:

1. Call meeting to order and receive Conflict of Interest Affidavits.
2. Receive comments from the public (*each speaker will be limited to 3 minutes*)
3. Approve Additional Work Costs Reimbursement Agreement for M&G Resins associated with the construction of Public Oil Dock 14.
4. Approve contract to Russell Marine, LLC, the lowest and best bidder based on bids received on December 11, 2014, for the construction of Public Oil Dock 14.
5. Adjourn.

DATE: December 17, 2014

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NOS. 3 & 4

(3) Approve Additional Work Costs Reimbursement Agreement for M&G Resins Associated with the Construction of Public Oil Dock 14

(4) Approve Contract with Russell Marine, LLC, the Lowest and Best Bidder Based on Bids Received on December 11, 2014, for the Construction of Public Oil Dock 14

Originally, Oil Dock 14 was designed as a barge dock which the PCCA had agreed to design and construct under a Construction and Priority Use Agreement with M&G Resins USA, LLC, to support M&G's proposed plastic plants. In August 2014, the Port Commission approved a service order with HDR Engineering Inc. to proceed with the final design of Oil Dock 14 as a ship dock. Then, in October 2014, the Commission approved a ship dock option agreement with M&G that provided the PCCA the option to construct Oil Dock 14 as a ship dock. M&G agreed to this option provided the PCCA made the election before January 15, 2015, and PCCA staff agreed to structure the bid documents to expedite work to better ensure the dock project would be complete in time to allow M&G to build their required piping and loading equipment for the receipt of feed stock for the startup of their plants in mid-2016. See Exhibits 1 through 3.

The Oil Dock 14 bid package was structured to award either the Base Bid (barge dock option) or the Alternate Base Bid (ship dock option) and included various additive and additive/deductive bid items for adjustments in pile lengths, dredge volumes, barge mooring structure type, and an accelerated schedule to complete the ship dock option. See attached Bid Tabulation Sheet.

During the final design phase, staff realized that given the overlapping work space required to construct both the PCCA's dock improvements and M&G's facilities, there would be some coordination and efficiency advantages for both the PCCA and M&G by including some of M&G's work within the PCCA's construction contract. The proposed M&G work would primarily include underground foundations, utilities, and other related civil and site improvements. To this end, staff negotiated the attached Additional Work Costs Reimbursement Agreement with M&G. In general, the agreement outlines that M&G will be responsible to perform the engineering for the improvements and that the subsequent designs would be included in the PCCA's bid documents as additive bid items. Award of the PCCA's contract would not take into account bids received for M&G additional work, and the PCCA has the authority to award or not award the bid items. The agreement also outlines how the expenditure of funds will be reimbursed by M&G. Two M&G related additive bid items (Additive Bid Item 1 and Additive Bid Item 2) were included in the PCCA's contract documents with a provision that the work can be awarded within 70 calendar days after the bid opening, thereby providing time for M&G to evaluate the bids and the PCCA be able to award the items after the initial contract award for the PCCA's dock project.

On December 11, 2014, staff received four bids for construction of Public Oil Dock 14. See attached Bid Tabulation Sheet. The lowest evaluated Base Bid for the barge dock option was \$9,085,113.70 and the lowest evaluated Alternate Base Bid for the ship dock option was \$24,507,475.00. Both bids were below the engineer's cost estimate for construction as well as the number presented for the 2015 capital budget (\$26,600,000)

Based on the favorable bids, the potential for this facility to be used for ships to transfer liquid bulk cargoes, and the immediate availability for use as a layberth for ships and barges, staff recommends moving forward with award of the ship dock option. If constructed as a ship dock, the projected revenue from dockage, assuming the facility is used as a layberth two to four days per week with a vessel averaging 700 feet in length, would be \$700,000 to \$1.4 million per year in addition to M&G generated dockage and wharfage.

Russell Marine, LLC submitted the lowest bid for the evaluated Alternate Bid (ship dock option). Given the PCCA's commitments to M&G on completing the project to meet their scheduling needs, staff also recommends award of Additive Bid Item 4 for \$375,000 to accelerate the project completion date from 460 calendar days after notice to proceed to 400 calendar days. In addition, staff recommends award of Additive Bid Item 3 for \$125,000 for security fencing, Additive Bid Item 5 at \$2,500 per 10-foot length to add steel H-Piles if required after initial pile fabrication, Additive/Deductive Bid Item 1 at \$55,000 (additional) to provide cement-lined ductile iron fire water line in lieu of PVC, Additive/Deductive Bid Item 4 at \$7.35 per cubic yard to make adjustments in actual dredge material volumes, and Additive/Deductive Bid Item 5 at \$650 per 10-foot length of steel H-pile to provide longer or shorter piles than specified if adjustments can be made after the test pile program and before initial pile fabrication.

Staff recommends award of a construction contract to Russell Marine, LLC, for construction of Oil Dock 14 as a ship dock for a total of \$24,840,475.00 which includes the Alternate Base Bid in the amount of \$24,285,475.00, Additive Bid Item 3 (\$125,000), Additive Bid Item 4 (\$375,000) and Additive/Deductive Bid Item 1 (\$55,000). In addition, staff recommends the approval of Additive Bid Items 4 and 5 and further requests that the Director of Engineering Services be authorized a 3% contingency in accordance with the standard contingency guidelines for marine projects. Russell Marine, LLC, is an experienced inland marine contractor from Channelview, Texas, which was recently awarded the construction of the PCCA's West Barge Mooring Area, is currently under contract with M&G to construct a sheet pile bulkhead along its ship channel frontage, and earlier this year completed Trafigura's new ship oil dock just across the channel from M&G.

Staff also recommends approval of the attached Additional Work Costs Reimbursement Agreement with M&G should it be needed during the construction of Oil Dock 14. Additive Bid Items 1 and 2 associated with M&G's work are not recommended for award at this time. If the Additional Work Costs Reimbursement Agreement is approved, M&G will be provided the bids for those items, and if M&G requests construction of the additive bid items, those bid items will be brought back to the Port Commission at a later date for consideration.

LEAD CONTACT: David L. Krams, P.E.; 361-885-6134; krams@pocca.com.

EXHIBIT 1

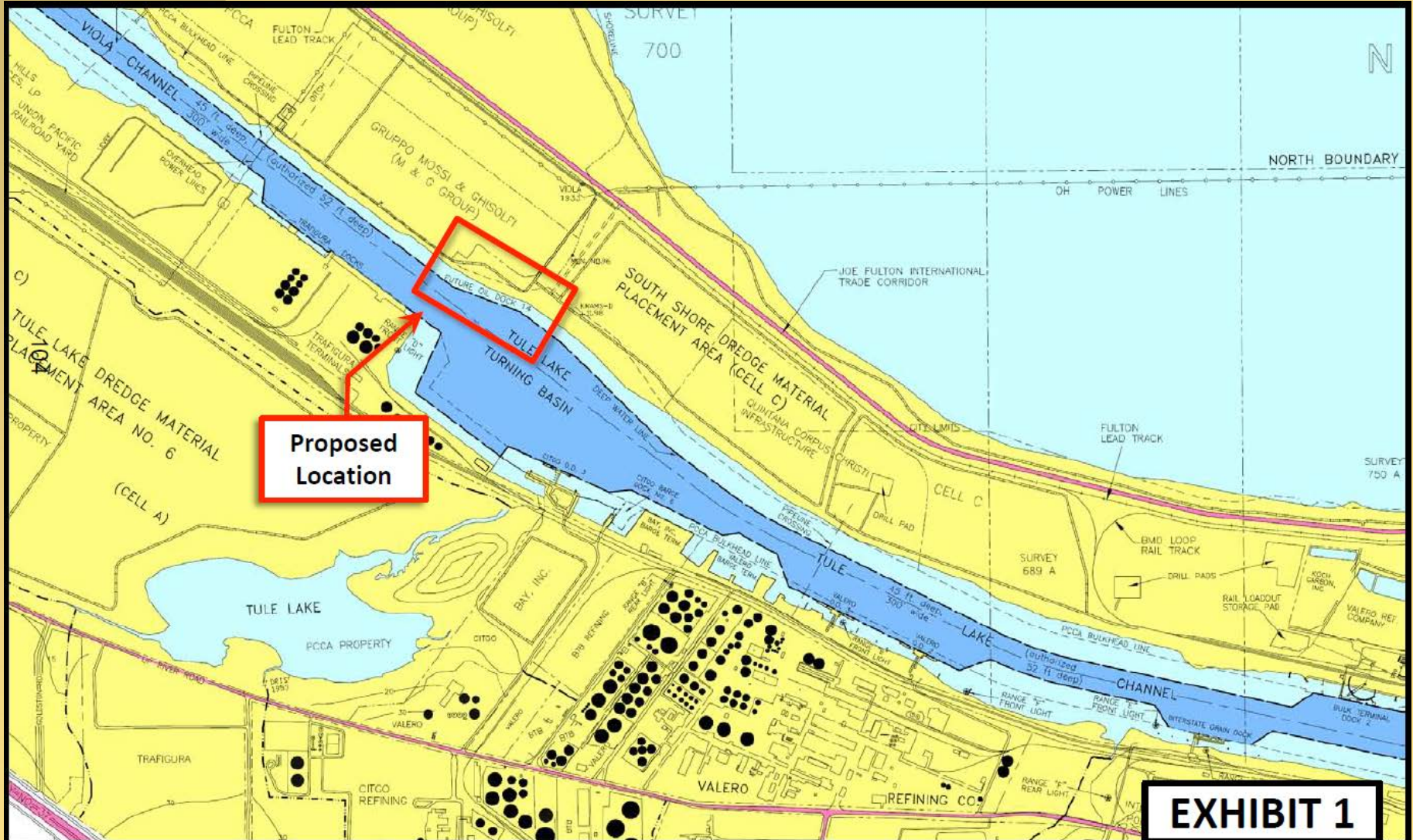


EXHIBIT 1

EXHIBIT 2

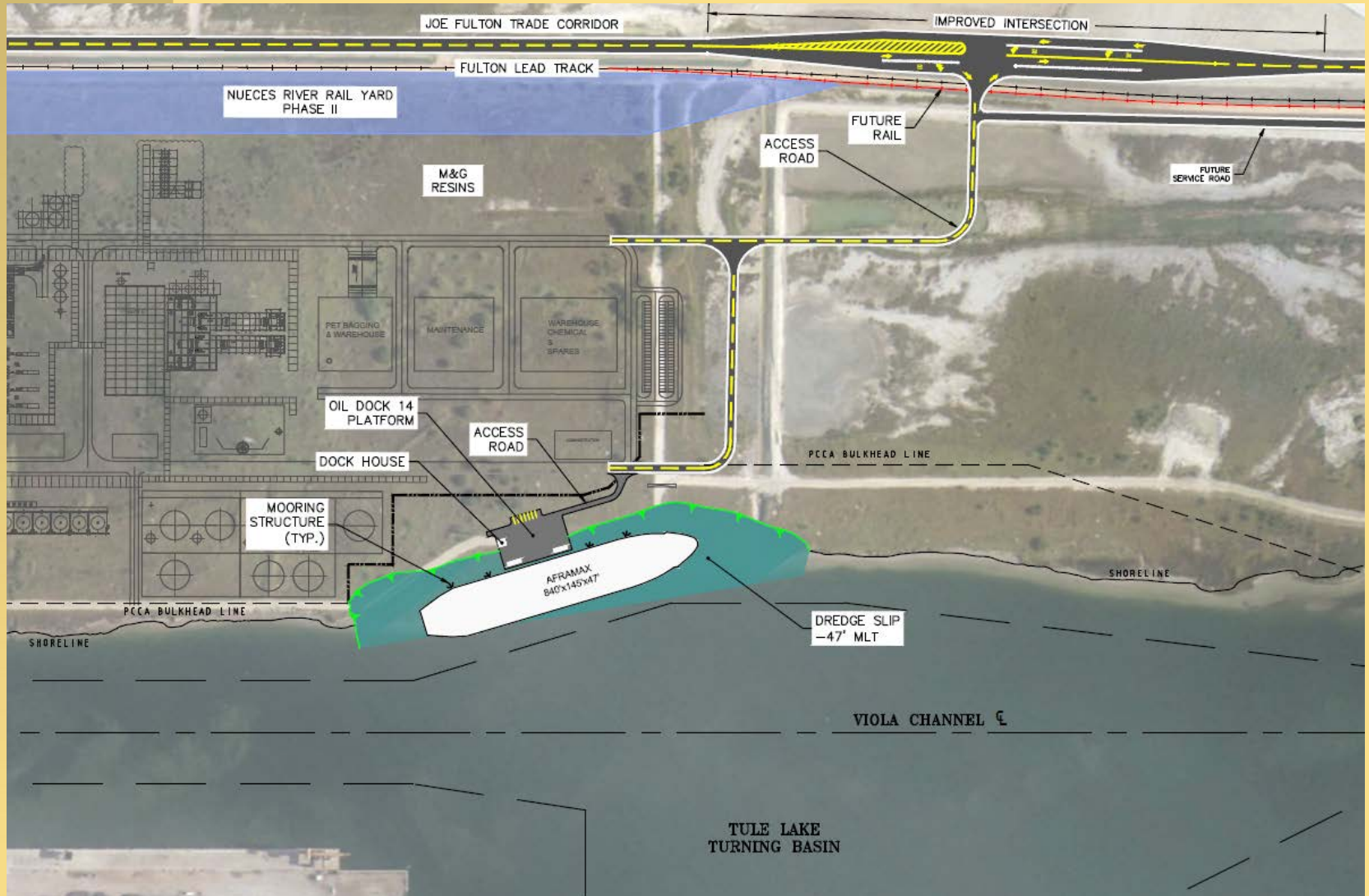
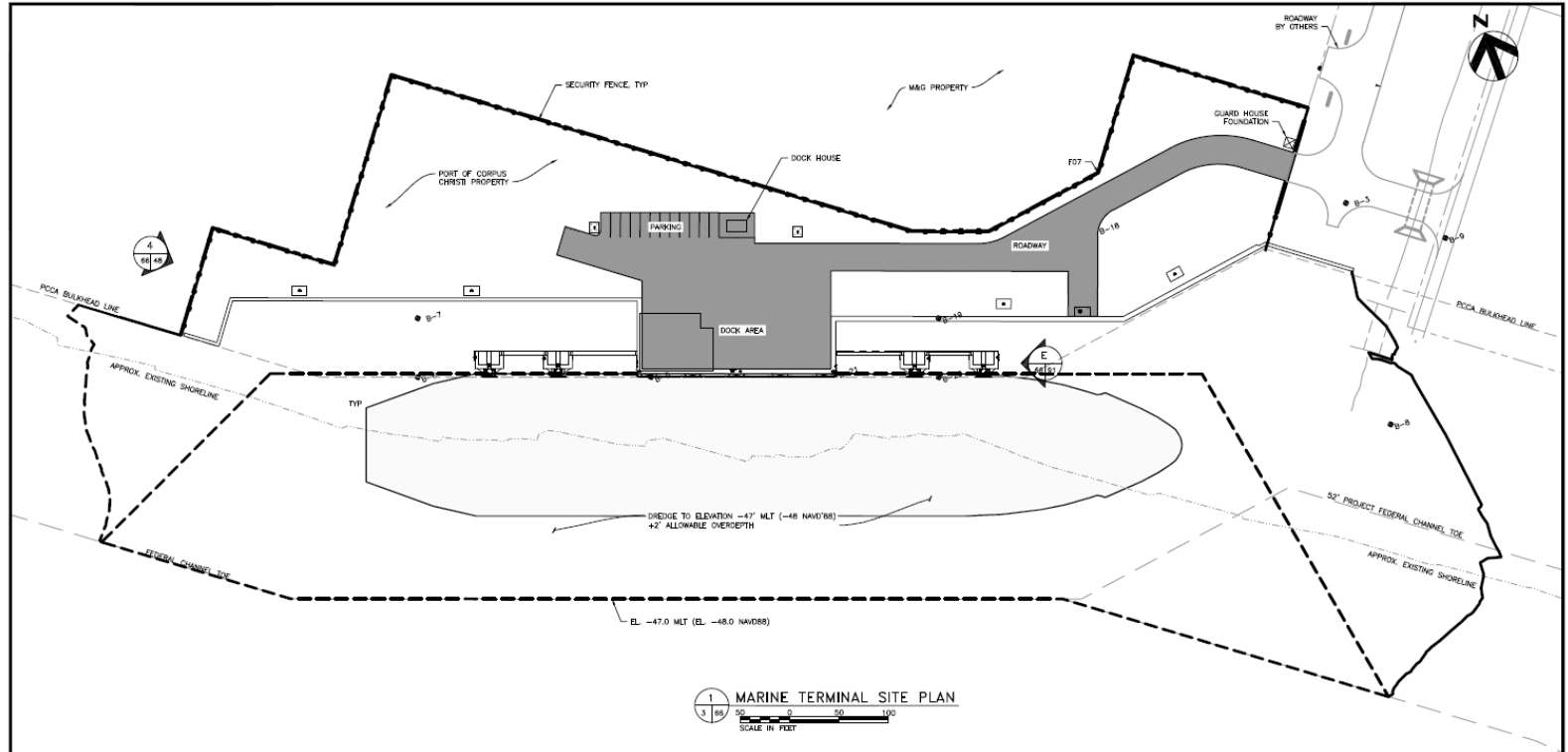


EXHIBIT 3



MARINE TERMINAL SITE PLAN
SCALE IN FEET



NO.	DATE	REVISION
A	09/24/2014	BOOK SUBMITTAL
B	10/28/2014	BOOK ISSUED FOR REVIEW
C	11/16/2014	ISSUED FOR BID

PROJECT # 13-032A



SHEET 66 OF 121

PORT OF CORPUS CHRISTI AUTHORITY

**PUBLIC OIL DOCK 14
MARINE TERMINAL
ALTERNATE BASE BID**

SCALE: 1" = 50'	MARINE TERMINAL SITE PLAN	DATE: NOVEMBER 2014
DWN. BY: DD		DWG. NO. 13-032A-05-49

HDR JOB NO. 220630



**BID TABULATION FOR PUBLIC OIL DOCK 14
PROJECT NO.13-032A
Bid Opening: December 11, 2014 at 2:00 p.m.**

DRAFT COPY

	Company Name				
	McCarthy Building Companies, Inc.	Orion Construction, LP	Russell Marine LLC	Shoreline Foundation, Inc.	
BID BOND OR CHECK	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	
BASE BID - BARGE DOCK OPTION^A	\$8,990,113.70	\$11,125,260.00	\$9,868,965.00	\$18,776,751.00	
ALTERNATE BASE BID - SHIP DOCK OPTION^B	\$24,237,117.50	\$27,421,205.00	\$24,285,475.00	\$33,484,559.50	
ADDITIVE BID ITEM 1^C	\$570,700.00	\$699,700.00	\$625,000.00	\$459,545.00	
ADDITIONAL CALENDAR DAYS ADDITIVE BID ITEM 1*	40	0	45	60	
ADDITIVE BID ITEM 2^D	\$307,800.00	\$857,000.00	\$495,000.00	\$1,200,000.00	
ADDITIONAL CALENDAR DAYS ADDITIVE BID ITEM 2*	30	0	30	85	
ADDITIVE BID ITEM 3^E	\$110,000.00	\$123,500.00	\$125,000.00	\$145,000.00	
ADDITIONAL CALENDAR DAYS ADDITIVE BID ITEM 3*	30	0	15	12	
ADDITIVE BID ITEM 4^F	\$1,000,000.00	\$500,000.00	\$375,000.00	\$4,500,000.00	
ADDITIVE BID ITEM 5^G	\$4,000.00	\$1,500.00	\$2,500.00	\$5,000.00	
ADDITIVE/DEDUCTIVE BID ITEM 1^H	\$55,000.00	\$30,000.00	\$50,000.00	\$80,000.00	
ADDITIVE/DEDUCTIVE BID ITEM 2^I	\$20,000.00	(\$25,000.00)	(\$25,000.00)	\$108,000.00	
ADDITIONAL CALENDAR DAYS ADDITIVE/DEDUCTIVE BID ITEM 2*	0	0	0	20	
ADDITIVE/DEDUCTIVE BID ITEM 3^J	\$9.50	\$9.10	\$7.50	\$24.00	
ADDITIVE/DEDUCTIVE BID ITEM 4^K	\$9.50	\$9.10	\$7.35	\$32.00	

ADDITIVE/DEDUCTIVE BID ITEM 5 ^L	(\$400.00)	\$500.00	\$650.00	\$900.00		
EVALUATED BASE BID ^M	\$9,085,113.70	\$11,216,260.00	\$9,943,965.00	\$19,016,751.00		
EVALUATED ALTERNATE BASE BID ^N	\$24,547,117.50	\$27,618,205.00	\$24,507,475.00	\$35,274,559.00		
BASE BID						
TIME OF DELIVERY*	365	340	400	460		
ALTERNATE BASE BID						
TIME OF DELIVERY*						
(No more than 460 calendar days)	460	460	460	460		
ADDENDUM NO 1	X	X	X	X		
ADDENDUM NO 2	X	X	X	X		
ADDENDUM NO 3	X	X	X	X		
ADDENDUM NO 4	X	X	X	X		

*In Calendar Days

^ABASE BID - BARGE DOCK OPTION: Includes construction of new barge dock facility. This work includes dredging to nominal -16 MLT, construction of a bulkheaded wharf with barge breasting/mooring structures and fendering systems, shoreline bulkhead, and shoreline revetment. The oil dock facility will also include a dock house, entry road, paved parking area, on-site septic system, electricity, lighting, and a firewater system. This is a Lump Sum bid item.

^BALTERNATE BASE BID - SHIP DOCK OPTION: Includes construction of new ship and barge dock facility. This work includes dredging to nominal -47' MLT, construction of a bulkheaded wharf with ship breasting and ship mooring structures, a barge fendering system and shoreline bulkheads. The oil dock facility will also include a dock house, entry road, paved parking area, on-site septic system, electricity, lighting, and a firewater system. This is a Lump Sum bid item.

^CADDITIVE BID ITEM 1 - HOSE TOWER FOUNDATION & PLATFORM: Includes the construction of a pipe pile-supported reinforced concrete platform, anchor bolts, crane pedestal and electrical conduits (#18, 19, 20 & 21), Switch Rack #2 and grounding network. Also the setting of the hydraulic crane and gangway furnished by M & G Resin, USA, LLC. This is a Lump Sum bid item. NOTE: This item may be accepted up to 70 days after closing date of receiving bids, irrespective of award date of a Contract.

^DADDITIVE BID ITEM 2 - HOSE TOWER: Includes Fabrications and erection of structural steel tower, stairs and piping crossover. Also the setting of eight hoses furnished by M & G Resin, USA, LLC. This is a Lump Sum bid item.

^EADDITIVE BID ITEM 3: Includes Security fence, rolling gate and guard house foundation. This is a Lump Sum bid item.

^FADDITIVE BID ITEM 4 - ACCELERATED SCHEDULE: If there is a premium cost to substantially complete the Alternate Base Bid earlier than 400 calendar days (less than the time listed in Item T). Contractor is to state the additional cost to be added to Alternate Base Bid to substantially complete the Ship Dock option within 400 calendar days (CD). This is a Lump Sum bid item.

^GADDITIVE BID ITEM 5 - PILE LENGTHENING AND SPLICE: This unit cost adjustment will be used in the event the pile test program results or actual driving conditions indicate the need for additional penetration depth on HP anchor piling. Bidder shall provide a single unit price for ten (10) additional linear feet of HP14x89 and one (1) full penetration butt weld in the field. This is a Unit Cost bid item.

^HADDITIVE/DEDUCTIVE BID ITEM 1: Deduct PVC pipe material specified for the firewater system and replace with cement lined ductile iron pipe and necessary fittings to complete the work. This is a Lump Sum Bid Item.

^IADDITIVE/DEDUCTIVE BID ITEM 2 - MONOPILE: Deduct one 4-pile breasting/mooring structure and add one 54 inch monopile exterior dolphin and fender system. This is a Lump Sum bid item. The PCCA may elect to replace from one to four 4 pile breasting/mooring structure(s) with 54 inch monopile dolphin(s). This is a Unit Price Bid Item.

^JADDITIVE/DEDUCTIVE BID ITEM 3 - DREDGING UNIT COST ADJUSTMENT FOR BASE BID: This unit cost adjustment will be applicable for dredging volume above 106,000 CY for the required depth dredging volume to -16.0' MLT of the Base Bid as determined by the pre-dredge survey and allowable overdepth dredging between -16.0' MLT to -18.0' MLT as determined by the post dredge survey. This cubic yard (CY) unit cost must capture all costs associated with dredging operations and disposal placement at Preferred DMPA – Cell C (i.e. plant, equipment, discharge pipe, disposal placement, placement area maintenance,

^KADDITIVE/DEDUCTIVE BID ITEM 4 - DREDGING UNIT COST ADJUSTMENT FOR ALTERNATE BASE BID: This unit cost adjustment will be applicable for dredging volume above 460,000 CY for the required depth dredging volume to -47.0' MLT of the Alternate Base Bid as determined by the pre-dredge survey and allowable overdepth dredging between -47.0' MLT to -49.0' MLT as determined by the post dredge survey. This cubic yard (CY) unit cost must capture all costs associated with dredging operations and disposal placement at Tule Lake Dredge Material Placement Area No. 6 (i.e. plant, equipment, discharge pipe, disposal placement, placement area maintenance, etc.). Refer to Special Conditions paragraph 1.15, 1.16 and 1.17. This is a Unit Cost bid item.

^LADDITIVE/DEDUCTIVE BID ITEM 5 - PILE LENGTHENING OR SHORTENING: The bidder will clearly indicate whether this is an additive or deductive price. This unit cost adjustment will be used in the event the pile test program results indicate the need for a lengthening or reduction in penetration depth on HP anchor piling. The Bidder shall provide a single unit price (addition or credit) for a reduction in length equal to ten (10) linear feet of HP14x89, before the piles are fabricated. This is a Unit Cost bid item. **Note: Unit Price will be used to increase if adding to pile length or will be used to decrease if shortening the pile**

^MEVALUATED BASE BID: Total of Base Bid (Total Lump Sum for Bid Item A) + (10,000 CY x Additive/Deductive Bid Item 3)

^NEVALUATED ALTERNATE BASE BID: Total of Alternate Base Bid (Total Lump Sum for Bid Item B) + (30 x Additive Bid Item 5) + (20,000 CY x Additive/Deductive Bid Item 4)

Tabulated By: David L. Krams, P.E.

Checked By: David L. Michaelsen, P.E.

Checked & Prepared By: Melinda Maldonado

Date: December 11, 2014

**ADDITIONAL WORK COSTS
REIMBURSEMENT AGREEMENT
FOR
M&G RESINS
(Public Oil Dock #14)**

This Additional Work Costs Reimbursement Agreement (“*Agreement*”) is made effective as of the ___ day of December, 2014 (the “*Effective Date*”) by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, a navigation district operating under Article XVI, Section 59 of the Texas Constitution (hereinafter called “*Port*” or “*Authority*”), and **Chemtex International, Inc.** (the “*Company*”).

Company is an affiliate of M&G Resins USA, LLC, that is administrating and paying of the construction activities on the M&G Property (defined below) and associated appurtenances.

The Port and Company are sometimes collectively referred to herein as the “*Parties*” and individually as a “*Party*”.

Recitals:

- A. Port, as purchaser, and M&G Resin USA, LLC, as seller (“**M&G**”), entered into that certain Purchase, Leaseback and Construction Agreement dated June 20, 2013 (the “*Purchase Agreement*”), relating to the purchase and sale of 3 tracts (being called Tracts A, B and C) of land owned by M&G to the Port, which closed on July 28, 2013.
- B. After the closing of the Purchase Agreement, M&G is the owner of that certain tract of land situated in Nueces County, Texas, in the Rincon del Oso Grant, Abstract No. 1, commonly known by its street address as 7001 Joe Fulton International Trade Corridor, Corpus Christi, Texas 78409 (the “*M&G Property*”).
- C. Port is the owner of that certain 16.5-acre tract of land (“*Tract A*”), that certain 58.47-acre tract of land (“*Tract B*”), and that certain 3.99 acre tract of land (“*Tract C*”), each situated in Nueces County, Texas, in the Rincon del Oso Grant, Abstract No. 1 (collectively, the “*Port Property*”).
- D. In connection with the Purchase Agreement, the Port and M&G entered into that certain Public Oil Dock No. 14 Construction and Priority Use Agreement dated June 28, 2013 (the “*Dock Construction Agreement*”) relating to the construction of the called Barge Dock Project (as defined in the Dock Construction Agreement) by the Port.
- E. On October 14, 2014, the Parties entered into an Option Agreement to Expand Public Oil Dock No. 14 to a Ship Dock (the “*Option Agreement*”). If Port exercises the Ship Dock Project Option (as defined in the Option Agreement), all references herein to the Barge Dock Project shall mean the Ship Dock Project described in the Public

Oil Dock No. 14 Construction and Priority Use Agreement attached to the Option Agreement as ATTACHMENT ONE (the “**New Dock Agreement**”), and all references herein to the Dock Construction Agreement shall mean the New Dock Agreement.

- F. Under the terms of the Dock Construction Agreement, the Authority is required to construct and pay for the Barge Dock Project, which includes a dock and a slip. Before awarding the contract for the construction of the Barge Dock Project, the Authority is required to request competitive bids for the construction of the project.
- G. Under the terms of the Dock Construction Agreement, M&G is required to construct the equipment necessary to move liquid bulk cargo to or from barges docked at the dock constructed by the Authority, and a pipeline connection, including, but not limited to, pumps, pipelines, combustors, manifolds, and support facilities described in **Exhibit 2** to the Dock Construction Agreement for the handling of liquid bulk cargo at the dock (collectively, the “*Company Facilities*”).
- H. The Parties believe there may be some advantages to the Port and the Port’s ability to meet its contractual obligations under the Dock Construction Agreement if the Port is allowed to construct certain parts of the Company Facilities (collectively, the “*M&G Additional Work*”) on behalf of the Company. The M&G Additional Work would include, without limitation, the following parts of the Company Facilities: (i) foundations; (ii) utilities; and (iii) other underground, civil, and site improvements related to the Barge Dock Project.
- I. The Port intends to include one or more additive bid items for the M&G Additional Work in its request for competitive bids to construct the Barge Dock Project.
- J. The additional costs, including adjustments reflected in any change orders, incurred by the Port in connection with constructing the M&G Additional Work shall be referred to in this Agreement as the “*M&G Additional Work Costs*”.
- K. All capitalized terms not defined herein shall have the same meaning as defined in the Dock Construction Agreement.
- L. Accordingly, the Port and Company desire to enter into this Agreement to set forth their agreement regarding the terms and conditions of designing, bidding and constructing the M&G Additional Work, and paying for the M&G Additional Work Costs and Administration Fee.

Agreements:

NOW THEREFORE, for and in consideration of the agreements and undertakings set forth herein, the Parties hereby agree as follows:

1. Designing and Bidding the M&G Additional Work. Company shall prepare the design engineering drawings and specifications for the M&G Additional Work and

deliver the necessary drawings and specifications (collectively, the “*M&G Plans*”) to the Port in time for the Port to include the M&G Plans as part of the bidding packages for the Barge Dock Project. The bidding of the M&G Additional Work shall be subject to the following terms and conditions:

- a. Company is responsible for the M&G Plans, and the Port shall have no liability for any inadequacies or inaccuracies in the M&G Plans or for any other liabilities or losses associated with the M&G Plans.
- b. The Port shall direct any and all questions concerning the M&G Plans to a Company representative, and the Company representative shall prepare the necessary response or clarification to the contractor or bidder.
- c. The Port agrees to include the M&G Plans for the M&G Additional Work in the bidding packages for the Barge Dock Project and to obtain competitive bids for this work in the same manner as is utilized for the Barge Dock Project. The M&G Additional Work shall be included in the request for bids as optional work or additional work for the benefit of M&G and Company.
- d. The Port intends to award the contract for construction of the Barge Dock Project to the bidder submitting the lowest and best bid for the project (“*Best Bid*”). Company acknowledges and understands that the additive bid for the M&G Additional Work submitted with the Best Bid may or may not be the lowest and best bid for M&G Additional Work.
- e. After receipt of the bids for the Barge Dock Project and the M&G Additional Work, the Port shall deliver the various bids received to Company and M&G, with a preliminary indication of which bid is the Best Bid. Company and M&G shall have 30 days after receipt of the bids from the Port to review the bid for the M&G Additional Work included in the Best Bid and notify the Port regarding whether or not Company and M&G want the Port to include the M&G Additional Work in the contract the Port awards for the construction of the Barge Dock Project (“**Additional Work Notice**”).
- f. Notwithstanding anything to the contrary contained in this Agreement, the Port may elect not to include the M&G Additional Work in the contract it awards for the construction of the Barge Dock Project, even if Company gives notice to the Port to include it. However, if the Port does not elect to include the M&G Additional Work in the contract it awards for construction of the Barge Dock Project, then by **February 13, 2015** the Port must deliver written notice to Company and M&G (the “**Rejection Notice**”) stating the Port’s refusal to include the M&G Additional Work. If the Port fails to deliver the Rejection Notice by **February 13, 2015** then it shall be automatically deemed that the Port has committed to include the M&G Additional Work in the contract for the construction of the Barge Dock Project. If the Port does not accept the additive bid(s) for the M&G

Additional Work, M&G will still be required to construct the Company Facilities in accordance with the Dock Construction Agreement.

2. Constructing the M&G Additional Work. If the Port awards a contract which includes the construction of the M&G Additional Work, then, notwithstanding anything to the contrary contained in Dock Construction Agreement, the Port or its designee shall supervise the construction of the M&G Additional Work for the benefit of M&G and Company, but the Port shall not be deemed to be a contractor performing the M&G Additional Work. The M&G Additional Work shall at all times (including construction) be owned by Company (as may be assigned to M&G). **Except for any claims, demands, actions or expenses associated with any contractor performing the M&G Additional Work, Company hereby waives any and all claims it may have against the Authority for the failure of the M&G Additional Work to meet the specifications in the M&G Plans or for any defects in the M&G Additional Work, even if such failure or defects were caused in whole or in part by the Authority's negligence. Company reserves all claims, actions, and rights against any contractors performing the M&G Additional Work.**

3. Reimbursement of the M&G Additional Work Costs. If the bid for the M&G Additional Work is accepted and is included with the Barge Dock Project, then the following reimbursement terms apply between the Port and Company:
 - a. Company agrees to reimburse the Port for the M&G Additional Work Costs less the Prepayment plus 3% for the additional costs associated with construction related contract and project administration (the "**Administration Fee**"). The 3% Administration Fee shall only apply to the M&G Additional Work Costs less the Prepayment, and not apply to the Barge Dock Project costs. The Administration Fee shall be calculated as follows:

$$\text{Administration Fee} = (\text{M\&G Additional Work Costs} - \text{Prepayment}) \times 3\%$$

 - b. Within thirty (30) days after receipt of written notice from the Port to both Company and M&G that the Port agrees to include the construction of the M&G Additional Work with the Barge Dock Project, Company shall pay the Port twenty-five percent (25%) of the M&G Additional Work Costs (the "**Prepayment**"). The Prepayment shall apply as a credit toward the M&G Additional Work Costs. The Port shall provide to Company and M&G a copy of the fully executed construction contract for the Barge Dock Project, which includes the M&G Additional Work. In the event Company or M&G does not timely make the Prepayment or, in the event M&G's Prepayment is not honored for any reason beyond the reasonable control of the Port, Port shall be excused from performance under this Agreement.

 - c. Upon final completion and acceptance of the Barge Dock Project and M&G Additional Work, the Port shall submit a final invoice to M&G for the balance

due as to the M&G Additional Work Costs (less the Prepayment) and the Administration Fee. Company agrees to pay the Port's final invoice within thirty (30) days after receipt of the final invoice, and the Port agrees that this payment will be the only payment Company is required to make with respect to the costs incurred by the Port for the M&G Additional Work.

4. Late Payments. Any sum due to the Port under this Agreement, which is not paid on or before the due date, shall thereafter bear interest at an annual rate of LIBOR (as of the due date) + 2% from the due date until the date of payment.
5. Dispute Resolution. In the event a dispute arises between the Parties regarding the application or interpretation of, or in any way relating to, this Agreement, the Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. If the Parties shall have failed to resolve the dispute within the ten (10) Business Days after any written notice of the dispute has been sent to the other Party, then either Party may elect to refer the dispute to the respective senior management of the Parties by notice in writing to the other Party, and the respective senior officers of the Parties shall meet within the ten (10) Business Days after the date of the notice, to resolve the dispute. If the dispute is not resolved within five (5) Business Days after such a meeting has commenced (but in any event within ten (10) Business Days after the date of the letter referring the matter to senior management), then either Party may at any time thereafter resort to mediation, under the provisions of Section 6.
6. Mediation. Company and the Port agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Agreement before a mediator to be agreed upon by Company and Port. Company and the Port must agree upon a mediator within ten (10) Business Days after a written request for mediation by either Party, or either Party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Company and Port will each pay one-half of the costs of mediation to the mediator. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity, including a right to file an action in the State or Federal Courts.
7. Payments. All payments required to be made by Company to the Port shall be (i) made by electronic transfer to an account to be designated by the Port to Company, (ii) delivered to the Port's administrative offices at 222 Power Street, Corpus Christi, Texas 78403, or such other physical address as Port may designate from time to time, or (iii) mailed to the Port, Attention: Executive Director, 222 Power Street, Corpus Christi, Texas 78403, or at such other mailing address as Port shall designate in writing.

8. Notices. All notices, demands or requests from Company to Port shall be given to the Port, Attention: Executive Director, at P.O. Box 1541, Corpus Christi, Texas 78403, or 222 Power Street, Corpus Christi, Texas 78403, or at such other address as Port shall request in writing. All notices, demands or requests from Port to Company shall be given to M&G, c/o Andre Meyer, 450 Gears Road, Suite 240, Houston, Texas 77067, with a copy to Chemtex International, Inc., 1979 Eastwood Road, Wilmington, NC 28403, or at such other address as Company shall request in writing. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage paid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received.

9. General Terms:

- a. Parties Bound. This Agreement binds and inures to the benefit of the Parties and their respective legal representatives, successors and assigns.
- b. Applicable Law. **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.**
- c. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.
- d. Attorneys' Fees. In the event Company or Port breach any of the terms of this Agreement and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay the reasonable attorneys' fees incurred by the prevailing Party.
- e. Authority. Each person executing this Agreement on behalf of Company personally warrants and represents unto Port that such person is authorized to do so. The person executing this Agreement on behalf of Port personally warrants and represents unto Company that such person is authorized to do so.
- f. M&G signing. M&G is signing this Agreement to only acknowledge its obligations under the Dock Construction Agreement and Option Agreement, and not otherwise.

**SIGNATURE PAGE
TO
ADDITIONAL WORK COSTS
REIMBURSEMENT AGREEMENT
FOR
M&G RESINS
(Public Oil Dock #14)**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers at Corpus Christi, Texas, as of the dates provided below each signature, to be effective, however, for all purposes, as of the Agreement Date.

Port / Authority:

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

By: _____
John P. LaRue
Executive Director

Date: _____, 2014

Company:

Chemtex International, Inc.

By: _____

Name: _____

Title: _____

Date: _____, 2014

M&G (to the extent provided under Section 9(f)):

M&G Resins USA, LLC,
a Delaware limited liability company

By: _____
Mauro Fenoglio, Vice President

Date: _____, 2014