



PORT OF SOUTH LOUISIANA
REGULAR COMMISSION MEETING
WEDNESDAY, MAY 20, 2020
VIA VIDEO/TELECONFERENCE
5:00 PM

REVISED AGENDA & NOTICE OF MEETING

CERTIFICATE

The Port of South Louisiana Board of Commissioners (the "Commission"), through its Chairman, D. Paul Robichaux, hereby certifies as follows:

In accordance with Executive Proclamations JBE2020-30 and 2020-33, issued by Governor John Bel Edwards on March 16, 2020 and March 22, 2020, respectively, this Notice shall serve as certification by the Port of South Louisiana's Board of Commissioners of its inability to operate in accordance with the Louisiana Open Meetings Law LARS 42:19 as a result of the COVID-19 Public Health Emergency and of its inability to achieve a quorum if its members via in-person attendance by adhering to said Proclamations.

The Port of South Louisiana Commission will meet via Zoom vide/teleconference at the posted date and time:

Via Telephone access: Call +1 312 626 6799 or +1 646 558 8656 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592

Webinar ID: 843 5993 8829; Password: 611441

Via Web access: To join from PC, Mac, Linux, iOS, or Android go to

<https://us02web.zoom.us/j/84359938829?pwd=UEtPZ2VUbURNUC9LWHJKdk1mQlgwQT09>

Password: 611441

If a member of the public would like to issue a public comment on any agenda item, please do one of the following: (1) Send an e-mail prior to the meeting to the Port Manager or Executive Assistant (vlclark@portsl.com or pcrockett@portsl.com) stating the agenda item you want to submit a comment, along with your full name, address, and your written comments, which will be read into the record of the meeting; or (2) Join the Zoom video/teleconference (detailed instructions on how to use Zoom following the agenda). You will be allowed to comment during the Public comment item of the agenda on any matter requiring a vote of the Commission.

America's Largest Tonnage Port



P.O. Box 909 LaPlace, Louisiana 70069-0909 855.SLA.PORT 985.652.9278 www.portsl.com

1. CALL TO ORDER.....CHAIRMAN ROBICHAUX
2. ROLL CALL.....CHAIRMAN ROBICHAUX
3. PLEDGE OF ALLEGIANCE COMMISSIONER BAZILE

ELECTION OF OFFICERS

4. APPROVAL OF MINUTES.....CHAIRMAN
April 15, 2020
5. FINANCIAL REPORT TREASURER
March 31, 2020
6. DIRECTOR’S REPORT..... EXECUTIVE DIRECTOR AUCOIN
7. NEW BUSINESS AND PUBLIC COMMENTS.....CHAIRMAN
 - A. Consider awarding Administration Building/Business Development Center Project pending Capital Outlay approval
 - B. Consider AECOM task order 90A – St. Charles Railyard Project
 - C. Consider extension of maintenance dredging I contract
 - D. Consider Adams & Reese, LLP governmental contract
 - E. Consider authorizing the executive director to execute Cares Act grant offer agreement for Port of South Louisiana Executive Regional Airport
8. COMMISSIONERS COMMENTS
9. ADJOURNMENT

CALLED PURSUANT TO ARTICLE II OF THE PSL BYLAWS

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Password: 611441

If Accessing via Web:

1. After selecting the link, if you do not already have Zoom on your computer, an automatic download of the Zoom software will begin
2. After the download is complete, you will be prompted to enter your name (this is the name that will present to the other members of the meeting)
3. You will be prompted to choose to join with video or without video. *NOTE:* If you chose to join with video, your computer camera will be activated and all members accessing the video via web will be able to see your image
4. You will be prompted to choose to use computer audio or phone call-in audio
5. Once the meeting begins, all non-board members will be muted by the host. However, it is encouraged to mute your microphone upon entry into the meeting
6. To leave the meeting, click *Leave Meeting* at the bottom-right corner of your screen

Public Comment: There are three options to provide public comment for the Port of South Louisiana meetings

1. Send an e-mail prior to the meeting to the Port Manager or Executive Assistant (vlclark@portsl.com or pcrockett@portsl.com) stating the agenda item you want to submit a comment, along with your full name, address, and your written comments, which will be read into the record of the meeting
2. If Accessing Via Telephone – Upon request from the Chairperson for public comment during the meeting, if you would like to provide comment, press *9 on your phone keypad. This will notify the meeting moderator to unmute you and allow for your comment.
3. If Accessing Via Zoom Software – Upon request from the Chairperson for public comment during the meeting, if you would like to provide comment, select the *Chat* icon at the bottom of the screen, type “request comment,” and hit enter. This will notify the meeting moderator to unmute you and allow for your comment.

It is encouraged that you test your device prior to the meeting to ensure connectivity.

Richard C. Meyer, P.E.
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David H. Dupré, P.E.
Vice President
Mark A. Schutt, P.E.
Ann M. Theriot, P.E.
Eric M. Colwart, P.E.
Kenneth J. Belou, P.E.
Raymond G. Hartley, P.E.
Robert W. Klare, P.E.
Donovan P. Duffy, P.E.
Randall G. Oustalet, P.E.
Christopher Rowan, P.E.



A

Charles E. Meyer, P.E.
Executive Vice President
Jitendra C. Shah, P.E.
Vice President
James J. Papia, AIA, NCARB, CSI
Adrianna G. Eschete, LEED, AP
June Y. Tran, AIA
Don P. Mauras, Architect
Elena G. Anderson, NCIDQ, IIDA
Jennifer M. Wickham, AIA, NCARB
Raymond Brown, AIA

April 23, 2020

VIA EMAIL & VIA MAIL

Mr. Paul G. Aucoin, Executive Director
Port of South Louisiana
171 Belle Terre Boulevard
Laplace, Louisiana 70069-0909
EMAIL: paucoin@portsl.com

Re: Port of South Louisiana Administration / Business Development Building
A/E Project No. 20-1639

Dear Mr. Aucoin:

We have reviewed the bids for the above referenced project. The low bidder appears to be Guy Hopkins Construction Co., Inc., 13855 W. Amber Ave., Baton Rouge, LA 70809 with a Based Bid amount of \$8,927,000.

We recommend awarding the contract to Guy Hopkins Construction Co., Inc. for total contract amount of \$8,927,000.

However, Meyer Engineers, Ltd. is not certified to perform a legal review of these bids and only can provide a recommendation based on the bid documents, therefore it is contingent upon your legal team's opinion and approval.

Contract completion time is Five Hundred Forty (540) days. We have enclosed the original bids submitted by all bidders along with copy of the bid tabulation. We have requested the low bidder to provide their bid verification letter by 2 p.m. on Thursday; upon receipt we will forward to your office.

Sincerely,

Meyer Engineers, Ltd.

James J. Papia, AIA, NCARB, CSI

JJP/tmt

Enclosures

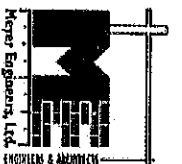
cc: Mr. James S. K. Lee, Project Manager – Architect, Facility Planning and Control (letter only)

METAIRIE OFFICE
t | 504.885.9892 f | 504.887.5056
4937 Hearst Street, Suite 1B, Metairie, Louisiana 70001

PRAIRIEVILLE OFFICE
t | 225.677.0901
36505 Oak Plaza Ave., Suite A, Prairieville, Louisiana 70869

MAIL: P.O. Box 763 | Metairie, Louisiana 70004
E-MAIL: meyer@meyer-e-l.com

BID TABULATION
 PORT OF SOUTH LOUISIANA ADMINISTRATIVE BUILDING /
 BUSINESS DEVELOPMENT CENTER
 FP&C PROJECT NO. 36-P21-14-02
 A/E PROJECT NO. 20-1639




MEYER ENGINEERS, LTD.
 BID DATE: APRIL 21, 2020

NO.	BIDDER	LICENSE NUMBER	BASE BID	UNIT PRICE(S)	ADDENDUM(S)						SURETY	AFFIDAVIT(S) (Post Bid)		CORPORATE RESOLUTION
					1	2	3	4	5	6		E-VERIFY	ATTESTATION	
1	GIBBS CONSTRUCTION, LLC. 5736 CIRTUS BLVD., SUITE 200 HARRAHAN, LA 70123	10729			NO BID SUBMITTED									
2	J. CALDARERA & COMPANY, INC. 201 WOODLAND DR. LAPLACE, LA 70068	12702	\$11,550,000.00	\$1,000.00	X	X	X	X	X	X				X
3	CENTRIC GULF COAST, INC. 229 ELLIS ST. SAN FRANCISCO, CA 94102	57595			NO BID SUBMITTED									
4	FRANK A. ANZALONE GENERAL CONTRACTORS, INC. 1401 DEREK DR. HAMMOND, LA 70403	6652			NO BID SUBMITTED									
5	LAMAR CONTRACTORS, LLC. 481 JUDGE EDWARD DUFRESNE PKWY. LULING, LA 70070	16384	\$9,597,000.00	\$730.00	X	X	X	X	X	X				X
6	GUY HOPKINS CONSTRUCTION CO., INC. 13855 W. AMBER AVE. BATON ROUGE, LA 70809	18310	\$8,927,000.00	\$1.00	X	X	X	X	X	X				X
7	SELECT BUILDING SYSTEMS, INC. 17 SCENIC LOOP ROAD PRAIRIEVILLE, LA 70769	33973	\$10,300,000.00	NONE	X	X	X	X	X	X				X
8	J. REED CONSTRUCTORS, INC. 9882 S. PERDUE AVE. BATON ROUGE, LA 70814	37085	\$10,883,000.00	\$1,200.00	X	X	X	X	X	X				X
9	BUQUET & LEBLANC, INC. 18145 PETROLEUM DR. BATON ROUGE, LA 70810	93	\$9,738,000.00	\$600.00	X	X	X	X	X	X				X
10	HERNANDEZ CONSULTING & CONSTRUCTION 3221 TULANE AVE NEW ORLEANS, LA 70119	58821	\$10,849,000.00	\$760.00	X	X	X	X	X	X				X

COMMENTS:
 7 Select Building Systems did not sign bid bond and did not provide a unit price for flood delays.

I hereby certify that this bid tabulation is a true and accurate tabulation of bids received.

Signed: 
 Registered Professional Architect
 State of Louisiana
 REG. NO. 3423

Date: APRIL 23, 2020

The following Resolution was offered by _____ and seconded by _____.

RESOLUTION

FP&C No. 36-P21-14-02 Administration Building also known as the Business Development Center (St. John the Baptist);

WHEREAS, the Port of South Louisiana (hereinafter referred to as "Port") received a Capital Outlay Grant in the amount of Nine Million Six Hundred Thirty-Eight Thousand Four Hundred Ninety-Three Dollars (\$9,638,493) for the construction of an Administration Building also known as the Business Development Center (St. John the Baptist);

WHEREAS, the project has been deemed a regional economic development initiative and does not require a local match; however, the Port shall be responsible for any and all additional cost which supersedes the abovementioned Capital Outlay Grant;

WHEREAS, upon receiving approval from the Louisiana Department of Transportation and Development (DOTD), Office of Facility Planning and Control, the Port of South Louisiana did advertise in accordance with the Public Bid Laws of the State of Louisiana, La R.S. 38:2212 et.seq.

WHEREAS, the Port received seven (7) bids; the lowest responsible bid was received from Guy Hopkins Construction Company for the total contract amount of Eight Million, Nine Hundred and Twenty-Seven Thousand Dollars (\$8,927,000);

WHEREAS, the Port of South Louisiana will submit to the DOTD, Office of Facility Planning and Control the following:

- 1) Certification of Proof of Publication;
- 2) Final Construction Documents;
- 3) Construction Document Addenda;
- 4) Certified tabulation of all bids and award recommendation;
- 5) Certification that the cooperative endeavor agreement ownership requirement has been met;
- 6) Certification that the procurement was in accordance with the Public Bid Law.

WHEREAS, pending Office of Facility, Planning and Control's approval, the Port desires to award the construction of the Administration Building also known as the Business Development Center (St. John the Baptist) to Guy Hopkins Construction Company for the total contract amount of Eight Million, Nine Hundred and Twenty-Seven Thousand Dollars (\$8,927,000);

NOW, THEREFORE, BE IT RESOLVED, that the Port of South Louisiana Commission, in Regular Session, assembled on the 20th day of May, 2020 does hereby:

- 1) Commit to provide additional funds (if necessary) to complete the construction of the Administration Building also known as the Business Development Center;
- 2) Commit to provide the abovementioned documents to DOTD, Office of Facility Planning and Control;
- 3) Award the construction of the Administration Building also known as the Business Development Center project to Guy Hopkins Construction Company for the total contract amount of Eight Million, Nine Hundred and Twenty-Seven Thousand Dollars (\$8,927,000);

THE FOREGOING RESOLUTION having been submitted to a vote, the vote thereon was as follows:

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Robert Roussel	_____	_____	_____	_____
Judy Songy	_____	_____	_____	_____
Pat Sellars	_____	_____	_____	_____
Kelly Buckwalter	_____	_____	_____	_____
Stanley C. Bazile	_____	_____	_____	_____
P. Joey Murray, III	_____	_____	_____	_____
Whitney Hickerson	_____	_____	_____	_____
D. Paul Robichaux	_____	_____	_____	_____

And the Resolution was declared adopted on this 20th day of May, 2020.

Stanley C. Bazile, Secretary

D. Paul Robichaux, Chairman

CERTIFICATION

I hereby certify that the above foregoing is a true and correct copy of a Resolution adopted at a Regular Meeting of the Port of South Louisiana held on this 20th day of

May, 2020 in which a quorum was present and voting and that the Resolution adopted is still in effect and has not been rescinded or revoked.

Signed at La Place, Louisiana on the 20th day of May, 2020

Stanley C. Bazile, Secretary

B

TASK ORDER NO. 90A

In accordance with the Agreement for Professional Services between **Port of South Louisiana, 171 Belle Terre Boulevard, Laplace, LA 70169-0909** ("Client"), and **URS Corporation** ("URS"). A Nevada corporation, 1515 Poydras Street, Suite 2700, New Orleans, LA 70112, this Task Order describes the Services, Schedule, and Payment Conditions for URS Services on the Project known as:

**St. Charles Parish Railyard (DOW)
Port of South Louisiana**

Client Authorized Representative: Paul Aucoin
Address: 171 Belle Terre Boulevard, Laplace, LA 70068
Telephone No.: (985) 652-9278

URS Authorized Representative : Michael D. Patomo, P.E., CPM
Address: 1515 Poydras Street, Suite 2700
New Orleans, LA, 70112
Telephone No.: (504) 586-8111

SERVICES. The Services shall be described in Attachment **A** to this Task Order.

SCHEDULE. Work will be completed by October 31, 2020 based on the current construction schedule.

PAYMENT. URS charges shall be on a "Lump Sum" basis in the amount of \$20,800 for Engineering and Design Services. URS charges or Inspection and Construction Administration Services shall be on a time-and-material basis not to exceed \$106,015.00. Costs shall be in accordance with Attachment **B**. Costs shall be invoiced monthly.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Task Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

PORT OF SOUTH LOUISIANA

URS CORPORATION

Signature

Signature

Paul Aucoin, Executive Director
Typed Name/Title

Michael D. Patomo, PE, CPM, Vice President
Typed Name/Title

Date of Signature

Date of Signature



B

March 20, 2020

Mr. Paul Aucoin
Executive Director
Port of South Louisiana
171 Belle Terre Blvd.
LaPlace, LA 70068

Subject: Port of South Louisiana, St. Charles Railyard

Dear Mr. Aucoin,

In our letter of February 20, 2020 (attached for your reference), we advised you of modifications needed to Task Order 90 to account for changes to the project. You advised that we submit those changes in the form of a Scope of Work for Task Order 90A. We have prepared the requested Scope of Work and attached an estimate of cost for your review.

Should you have any questions, comments or need additional information, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'MP' or similar initials, with a long horizontal stroke extending to the right.

Michael Patorno, P.E. CPM
Vice President

Attachments:

Letter to Paul Aucoin 2-20-2020

Scope of work TO 90A

Estimate of Cost TO 90A



February 20, 2020

Mr. Paul Aucoin
Executive Director
Port of South Louisiana
171 Belle Terre Blvd.
LaPlace, LA 70068

Subject: Port of South Louisiana, St. Charles Railyard

Dear Mr. Aucoin,

AECOM's efforts on Task Order 90 for the design and construction management of the St. Charles Railyard project have been underway since award of the task order in March of 2017. The original estimate for design services was \$544,050.00. As you are aware, numerous administrative delays were encountered once AECOM completed the design. These delays caused revisions to the design and bid documents that were not anticipated when the task order was originally awarded. The revisions resulted in costs of \$20,000 above the original design services task order amount. We are requesting that the Port of South Louisiana approve a modification to Task Order 90 in the amount of \$20,000 to cover these additional costs.

I also want to provide a heads up on the ongoing construction phase. The original schedule estimate allowed six months for the construction of the project. Based on that schedule AECOM estimated that \$184,820 would be required for Construction Phase Services. After design, review by the State of Louisiana, and once bidders submitted their comments and questions, the construction schedule was extended to 270 days, or 9 months. This additional time includes the addition of option 1 to the contract which added 30 days. Our subcontractor, NY Associates, is providing construction management services and I will ask them to provide the potential cost impacts of the extended schedule. We will advise you when we have that estimate.

Should you have any questions, comments or need additional information, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Patorno'.

Michael Patorno, P.E. CPM
Vice President

Task Order No. 90A

Port of South Louisiana St Charles Parish Railyard

Scope of Services (3/20/2020)

1. General

The Architect-Engineer (A/E) shall furnish all services, materials, supplies, plant, labor, equipment, investigations, superintendence, travel and coordination with all local, State, and Federal authorities as required for the administration, field inspection and engineering support during Construction (EDC); and coordination with all local, State, and Federal authorities for the new railyard in Taft, St Charles Parish, Louisiana.

2. Background

The Port of South Louisiana has purchased a property directly adjoining on its west boundary to the Dow Chemical Company's St. Charles Operations Plant. The property is approximately 150 feet wide, and is bounded on its south side by the Union Pacific Railroad's main line track and Dow Chemical siding, and River Road on its north side. The Port's property is located in Section 13 R13S T12S, and Sections 39 and 66 R13S T13S. The Port has leased this property except for the northernmost 1,000 feet to Dow Chemical Company and has agreed to construct a railyard for Dow Chemical Company's exclusive use. The Dow Chemical Company has designed and constructed a spur segment that ties Dow's existing siding to the Port's new railyard. Dow has constructed this tie-in segment so that the Port's project does not require entry into Dow's plant or the Union Pacific Right-of-Way.

3. Scope Summary

The scope of services consists of the following, for which the A-E shall perform engineering, design and bid phase services (referred to in this document as engineering services), and construction phase services (construction services). Engineering Services shall comprise of revision to the project design to produce three alternative bid options to be awarded only if adequate funding is available. Construction services shall comprise construction administration, field inspection, and engineering support during construction. Task Order 90 provided \$184,820.00 for these construction services based on an estimated 180-day contract duration. The increased amount of additional track and services requested in the bid items from DOW after design was completed required the duration of the contract to be extended an additional 90 days which will require additional funding for construction services. The scope estimate for Task Order 90A accounts for the additional 90 days of contract construction. In addition, the high-water elevations being experienced in the Mississippi River will require coordination between the A/E and the Corps of Engineers. Elevations in the Mississippi River are expected to exceed 15 feet for an extended period of time and the A/E will need to assess impacts to the construction contract and advise the Port of South Louisiana on actions needed to mitigate these impacts.

The engineering services shall be provided on a lump-sum basis. The construction services shall be performed on a time-and-materials basis.

4. Engineering Phase Services

After design was completed, review of the design and preliminary estimates resulted in concerns that the contract cost could exceed the funds available. To bid the contract, the plans and specifications were revised to show three alternative bid options which were to be awarded only if adequate funding was available, noting one of the options was to add additional track not included in the original scope of services. These revisions were not part of the original scope and occurred after all of the engineering services funds had been exhausted and plans and specifications had been completed.

The Architect/Engineer (A/E) shall provide services prior to advertisement and award of the contract to revise the design to provide for three bid alternatives. These alternatives include:

- a. Extend each of the six spur tracks an additional 500 linear feet for a total of 3000 linear feet of trackage.
- b. Specified an alternative for Granite ballast in lieu of the specified ballast.
- c. Construct an electrical conduit for future use.

5. Construction Phase Services

Barriere Construction Company is constructing the new railyard under contract with the Port of South Louisiana for a bid amount of \$11,557,508.00. The contract as awarded has a duration of 270 days. This duration was extended from the original duration of 180 days for the following two reasons:

- Alternate 1 to the contract was awarded to allow for the construction of an additional 3,000 linear feet of track. This extended the construction duration by 30 days.
- During design it was determined that sufficient room existed to increase the number of rail spurs from five to six. This additional work extended the project an additional 60 days.

The Architect/Engineer (A/E) shall provide construction phase services, which comprise: construction administration, engineering support, and field inspection.

Engineering During Construction shall include the following tasks:

- Review of contractor submittals including shop drawings, construction sequencing and phasing plans, material data submittals and manufacturer's product information.
- Review and coordination of contractor-engineered systems.
- Review, analysis and design of Contractor-proposed field modifications.
- Review and respond to contractor Requests for Information (RFI's).
- Coordinate with the Corps of Engineers on Mississippi river high water elevations and advise the Port of south Louisiana on mitigation of impacts to the contract.
- Perform periodic site visits during construction.
- Prepare and submit site visit observation reports.
- Attend monthly construction progress meetings on-site.

Construction Administration (CA) shall include the following tasks:

- Coordination, processing and submittal of contractor pay requests.
- Coordination with State Agencies during construction.

- Coordination with Corps of Engineers and Levee District on Mississippi River levels
- Review and provide recommendations regarding contractor claim requests.
- Coordination of contract modifications.
- Coordination and distribution of contractor submittals.
- Coordination and distribution of contractor Requests for Information (RFI's).
- Review of contractor schedules.
- Attend construction meetings.
- Provide periodic reports regarding construction progress.
- Project close-out including final walk-throughs and punch-list items.

Field Inspection shall include the following tasks:

- Provide a qualified design inspector on-site full time for the duration of construction (six-month maximum schedule). It is assumed that the inspector will be on site forty hours per week.
- The inspector will be familiar with civil, rail, mechanical, and electrical components required to complete the construction and modifications outlined in the project.
- Provide daily and weekly inspection reports to document progress and identify issues in the field.
- Coordinate construction concerns with the A/E and its sub-consultants.

C



**MAINTENANCE
Dredging I, LLC**

A Professional Dredging Company

P. 504-737-1600

F. 504-737-1660

www.mdi-dredging.com

Louisiana 50293

February 5, 2020

Port of South Louisiana
Attn: Paul G. Aucoin, Executive Director
171 Belle Terre Blvd.
LaPlace, LA70068

Dear Mr. Aucoin:

We wish to express our appreciation for the previous dredging contracts awarded to Maintenance Dredging I, LLC by the Port of South Louisiana. We hope that you are pleased with our operation and performance over the last several years.

In reference to our current contract, we would like the opportunity to extend it for an additional 5 years (60 months) per the existing rate, terms, and conditions.

We appreciate the many years of our working relationship, and look forward to continuing to provide the same services to your company in the future.

Should you need anything, please do not hesitate to reach out to me at any time.

Sincerely,

Gary L. Smith
President
Maintenance Dredging I, LLC

CC: D. Paul Robichaux, Chairman

Vickie Clark, Port Manager & Custodian of Records

AGREEMENT

This Agreement is made by and between Port of South Louisiana (hereinafter referred to as "Owner"), a political subdivision of the State of Louisiana, whose registered office is 171 Belle Terre, LaPlace, LA 70069, created, operating and existing under the provisions of Chapter 30, Title 34 of the Louisiana Revised Statutes of 1950, herein represented by its Executive Director, Paul G. Aucoin, and Maintenance Dredging I, L.L.C. (hereinafter referred to as "Contractor") whose address is 10557 Airline Highway, St. Rose, Louisiana 70087, License No. #50293 herein represented by its Vice President of Marine Operations, Justin E. Tassin. The abovenamed parties hereby agree to the following:

ARTICLE 1 - THE UNDERTAKING

1.1 Work to Be Done

A. Contractor shall:

Furnish all labor and materials necessary to dredge the site in accordance with the Request For Proposal.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The Executed Agreement

2.2 Contractor's Proposal

2.3 Notice to Proceed

ARTICLE 3 - REPRESENTATIONS

3.1 Contractor's Representations

A. Contractor hereby represents and warrants to Owner, with the intention that Owner rely thereon in entering into the Contract, that:

1. Contractor has and at all times during the performance of the Works, the capability, special experience in the type of work to be performed, registrations, licenses, permits, governmental approvals, and insurances necessary to perform the Works;
2. Contractor shall assign personnel to perform the Works that are fit, qualified (by education and/or experience), and competent to properly perform their assigned tasks. Contractor shall properly supervise such personnel. Contractor

shall promptly remove any person not so fit, competent, or qualified from the premises;

3. Contractor shall perform the Works in a skillful and workmanlike manner in compliance with the Contract Documents, and all federal, state and local laws and regulations;
4. The completed work will not be defective;
5. Contractor has the authority to enter into the contract and to perform the Works;
6. Upon execution of the Contract, the Contract will be a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms; and
7. Contractor is licensed and authorized to conduct business in the State of Louisiana.

ARTICLE 4 - CONTRACT PRICE

4.1 Contract Price

- A. In consideration of the performance and completion of the Work in accordance with the provisions of the Contract Documents, Owner shall pay the Contract and annual fixed fee of One Hundred Forty-Three Thousand Six hundred Dollars (\$143,600.00) and no cents.

**** The Owner and Contractor shall agree upon a timeline and payment schedule.*

Any downtime due to standby and /or debris removal (trash, cable, rope, logs,) will be at an additional rate of \$1,650.00 per hour.

ARTICLE 5 - TERM AND CONTRACT TIMES

- 5.1 Both the Owner and Contractor acknowledge that this maintenance agreement is for a three (3) year period, commencing on August 22, 2017 and ending on August 21, 2020.
- 5.2 Notice to Proceed
 - A. The Owner shall issue a Notice to Proceed annually which will include a commencement date for the Work to begin. The Work shall be substantially completed within fourteen (14) days after the Notice to Proceed issued.

- B. Unless excused by a force majeure condition (including but not limited to: acts of God, fires, floods) Contractor shall perform all of its duties in a timely manner, time being of essence with respect to performance.

ARTICLE 6- INSURANCE

6.1. The Contractor shall at all times maintain the following Insurance Coverage:

- A. Comprehensive General Liability insurance with a combined limit for bodily injury and property damage in an amount not less than one million per occurrence and two million aggregate; Certificate shall be provided to the Owner.
- B. Workers Compensation at the full force and level required by law;
- C. Comprehensive Automobile Insurance covering all automobiles, trucks, and miscellaneous powered and automotive equipment owned by the Contractor.

ARTICLE 7- INDEMNIFICATION & TERMINATION AGREEMENT

- 7.1 The Contractor agrees to defend, indemnify, save and hold harmless the Port of South Louisiana, its' officers, agents, servants and employees from and against any and all claims, demands, expense and liability arising out of or associated with injury or death to any person or out of or associated with the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by the Port of South Louisiana, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action except those claims demands, and/or causes of action arising out of the sole negligence of the Port of South Louisiana, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
- 7.2 All legal claims shall be brought in the Parish of St. John the Baptist and Louisiana law shall be applicable.

ARTICLE 8 - TERMINATION

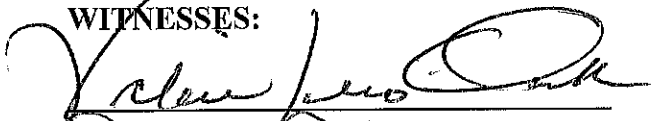

Either of the parties may terminate this agreement at any time for any reason by giving the other party sixty (60) days written notice via email or certified mail.

If to Owner: Port of South Louisiana
Attn: Paul G. Aucoin
171 Belle Terre Blvd.
LaPlace, Louisiana 70068

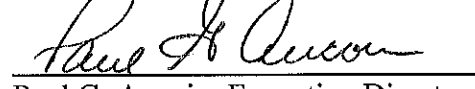
If to Contractor: Maintenance Dredging I, L.L.C.
Attn: Justin Tassin
10557 Airline Highway
St. Rose, Louisiana 70087

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this 22nd day of August, 2017.

WITNESSES:

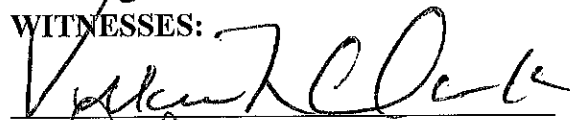
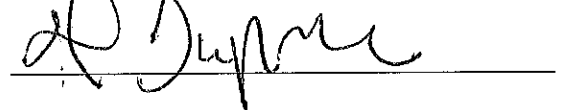



PORT OF SOUTH LOUISIANA


Paul G. Aucoin, Executive Director

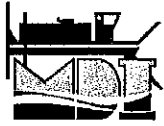
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this 24th day of August, 2017.

WITNESSES:

MAINTENANCE DREDGING I, L.L.C.


Justin E. Tassin, VP of Maritime Operations



**MAINTENANCE
Dredging I, LLC**

A Professional Dredging Company

P. 504-737-1600

F. 504-737-1660

www.mdi-dredging.com

Louisiana 50293

August 4, 2017

Port of South Louisiana
Attn: Paul G. Aucoin, Executive Director
171 Belle Terre Blvd.
LaPlace, LA70068

RE: ANNUAL MAINTENANCE DREDGING, POSLA FINGER PIER

Dear Mr. Aucoin:

We wish to express our appreciation for the invitation to bid.

In reference to the need for annual maintenance dredging at the Globalplex Finger Pier, we are pleased to provide you with the following quote:

To supply one 20/24" cutter suction dredge fully operated, maintained, supervised, and insured along with its support equipment for a lump sum price of ~~\$143,600.00~~ **\$143,600.00 (One Hundred forty Three Thousand and Six Hundred Dollars NO/100)**.

Dredging will be performed per the Scope of Work, Terms and Payment Schedule in the RFP – Service: Annual Maintenance Dredging. Per the RFP, below is a breakdown of the lump sum amount.

Pre-Survey - \$1,800.00 (One Thousand Eight Hundred Dollars and NO/100)

Silt Removal - \$140,000.00 (One Hundred ~~ten~~ Thousand Dollars and NO/100)

Mobilization and De-Mobilization – \$30,000.00 (Thirty Thousand Dollars and NO/100)

Post-Survey - \$1,800.00 (One Thousand Eight Hundred Dollars and NO/100)

Standby/Debris Removal - Any downtime due to stand by and/or debris removal (trash, cable, rope, logs, etc.) will be at an additional rate of \$1,650.00 (One Thousand Six Hundred Fifty Dollars and No/100) per hour.

B

Prior Experiences – Maintenance Dredging and been performing dredging services on the Mississippi and Mobile Rivers for over 30 years. References: Marathon Petroleum, Ergon and NRG. More available if requested.

An insurance certificate is included in the bid envelope.

Per RFP 3), MDI agrees to these conditions.

We appreciate the opportunity to provide you with this proposal, and we look forward to working with you.

Sincerely,



Justin E. Tassin
VP of Maritime Operations

D



Attorneys at Law
Atlanta
Baton Rouge
Birmingham
Columbia
Houston
Ft. Lauderdale
Jackson
Jacksonville
Memphis
Mobile
Nashville
New Orleans
Sarasota
St. Petersburg
Tallahassee
Tampa
Washington, DC

B. Jeffrey Brooks
Chairman, Executive Committee
jeff.brooks@arlaw.com

May 15, 2020

Mr. Paul Aucoin
Executive Director
South Louisiana Port Commission
171 Belle Terre Blvd.
P.O. Box 909
LaPlace, LA 70069

**Re: Engagement of Adams and Reese, LLP
By Port of South Louisiana**

Dear Mr. Aucoin:

We wish to set forth the agreement of understanding between ADMAS AND REESE, LLP ("Firm") and Port of South Louisiana "(Client)" regarding the rendering by ADAMS AND REESE, LLP of lobbying, legislative and other governmental relations services.

I. Basic Terms.

The Firm will assist Client before the Louisiana House of Representatives, the Louisiana Senate, and any or all local and state agencies, including:

- A) Capital Outlay Projects
- B) Appropriations
- C) Any and all Transportation Issues

The Firm will also assist the Client before the United States House of Representatives, the United States Senate, and any or all Executive Branch Agencies as well as any other special projects directed by the Client, including :

- A) Regular Order Appropriations
- B) Yearly Administration Budget Request
- C) Water Resources Development Act

2. Staff

B. Jeffrey Brooks, Partner will be the client's Firm contact. Jordan Gleason will work with the client for any local and state concerns.

3. Fees and Costs.

Attorney's fee for this scope of representation is Ninety- Thousand (\$90,000.00). As requested, this will be split into 12 monthly payments. We will generate an invoice for \$7,500.00 per month and forward same to your attention. In addition to the retainer, Client and Attorney agree that additional task orders can be issued for specific projects that are not in the original scope of the monthly retainer. Actual out-of-pocket costs incurred in this representation (i.e. photocopies, telephone toll charges, entertainment, travel, courier, etc.) will be itemized and billed in addition to the professional service fee. Any expenditure greater than \$500.00 per item will be approved by Client.

4. Cancellation.

This agreement may be terminated by either party by giving the other party 30-day written notice of termination, which may be for any cause deemed in the best interest of the Firm or the Client. If this agreement is terminated, invoices for services rendered up to date of termination will be paid. Further invoices will not be submitted or paid, even if the retainer amount has not yet been reached.

5. Term of Agreement.

This Agreement supersedes all previous agreements between Firm and Client and makes each null and void. Effective Date of new agreement is June 1, 2020.

ADAMS AND REESE, LLP

PORT OF SOUTH LOUISIANA

By: _____

By: _____

B. Jeffrey Brooks

Paul G. Aucoin

E



Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
10101 Hillwood Parkway
Ft Worth, TX 76177

CARES Act Grant Transmittal Letter

Mr. Paul Aucoin
355 Airport Road
Reserve, LA 70084

Dear Mr. Aucoin:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-22-0064-020-2020 for Port of South Louisiana Executive Regional. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 12, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Brittany Smith by email that the grant is administratively and financially closed. Brittany Smith is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Lacey D. Spriggs
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date _____

Airport/Planning Area Port of South Louisiana Executive Regional

CARES Grant Number 3-22-0064-020-2020

Unique Entity Identifier 143293277

TO: Port of South Louisiana
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 12, 2020, for a grant of Federal funds at or associated with the Port of South Louisiana Executive Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Port of South Louisiana Executive Regional Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Port of South Louisiana Executive Regional Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may

not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 12, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 2S.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

Port of South Louisiana

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Louisiana. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at

By:

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **Port of South Louisiana**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.