

PORT OF SOUTH LOUISIANA
REGULAR COMMISSION MEETING
WEDNESDAY, JULY 22, 2020
VIA VIDEO/TELECONFERENCE
5:00 PM

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: 856 5310 9331; Password: 821717

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

<https://us02web.zoom.us/j/85653109331?pwd=ZXQ4aEZaWUk4bTNWLnZpY1NoK3BMdz09>

Password: 821717

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

Globalplex Intermodal Terminal
147 Henderson Street Reserve, Louisiana 70084
globalplex@portsl.com

Administrative Office
171 Belle Terre Boulevard LaPlace, Louisiana 70068
info@portsl.com

Executive Regional Airport
355 Airport Road Reserve, Louisiana 70084
FBO X8512 Alt: X8510 psl-era@portsl.com

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

MOMENT OF SILENCE TO REMEMBER...

...FORMER COMMISSIONER, JAMES RAYMOND FRYOUX, REPRESENTATIVE OF ST. CHARLES PARISH

...IDA MAE JASMIN, SISTER OF COMMISSIONER STANLEY BAZILE

CONSIDER APPROVING THE 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

4. APPROVAL OF MINUTES.....CHAIRMAN ROBICHAUX
June 10, 2020
5. FINANCIAL REPORTTREASURER MURRAY
May 31, 2020
6. DIRECTOR'S REPORT..... EXECUTIVE DIRECTOR AUCOIN
7. NEW BUSINESS AND PUBLIC COMMENTS CHAIRMAN ROBICHAUX
 - A. Consider resolution to award State Project N° H.009331 Globalplex Intermodal Dock Reinforcement, parish of St. John the Baptist
 - B. Consider resolution certifying compliance with the public bid law, State Project N° H.009331 Globalplex Intermodal Dock Reinforcement, parish of St. John the Baptist
 - C. Consider final acceptance of Facility Planning and Control, Project N° 36-P21-12-01 - Warehouse, Planning, Property Acquisition and Improvements Planning and Construction, Roof Membrane Building N° 11
 - D. Consider final acceptance of Facility Planning and Control, Project N° 36-P21-12-01 - Warehouse, Planning, Property Acquisition and Improvements Planning and Construction, Walls and Slabs Demolition Building N° 11
 - E. Consider awarding Building N° 11 (Pepsi Building) Floor Repair Work to Mayer Building Company

- F. Consider entering into contract with Civil & Environmental Consulting Engineers for resident inspection of the Administration Building/Business Development Center Project, Facility Planning and Control Project N° 36-P21-14-02
- G. Consider final acceptance rail improvements at Globalplex
- H. Consider the Beta Group proposal for construction materials testing, Administration Building/Business Development Center project, Facility Planning and Control Project N° 36-P21-14-02
- I. Consider Globalplex Terminal Building N° 71 upgrade, Planning and Construction Change Order N° 3, Facility Planning and Control Project N° 36-P21-10-03
- J. Consider 17-35 Runway Rehabilitation Change Order N° 2, SPN.H.013962, final quantity adjustment
- K. Consider 17-35 Runway Rehabilitation final acceptance, SPN.H.013962, final quantity adjustment
- L. Consider entering into contract with AECOM Technical Services, Inc. and AECOM Task Orders 111A for LaFarge/Holcim dock design review, 111B for LaFarge/Holcim dock field observation and 111C for ADM dock design review
- M. Consider Burns & McDonnell proposal for the Port of South Louisiana initial master plan

8. COMMISSIONERS COMMENTS

9. ADJOURNMENT

CALLED PURSUANT TO ARTICLE II OF THE PSL BYLAWS

Instructions for joining the meeting via Zoom:

Telephone: +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: 856 5310 9331 Password: 821717

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

<https://us02web.zoom.us/j/85653109331?pwd=ZXQ4aEZaWUk4bTNWLzFpa1NoK3BMdz09>

Password: 821717

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.

RESOLUTION – AWARD PROJECT

**STATE PROJECT NO. H.009331
GLOBALPLEX INTERMODAL DOCK
REINFORCEMENT
PARISH OF ST. JOHN THE BAPTIST**

SPN H.012208
Globaplex Dock Equipment Improvements

RESOLUTION

WHEREAS, the Port of South Louisiana Commission has received bids on December 16, 2019 for the Globalplex Intermodal Dock Reinforcement -port improvements project under the Louisiana Port Construction & Development Priority Program; and

WHEREAS, the 40th Judicial District Court has ordered that the award of contract be made to the lowest responsible and responsive bidder; Boh Bros. Construction Company, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Port of South Louisiana, in Regular Session, assembled on this 15th day of July, 2020, acting pursuant to the Order of the 40th Judicial District Court that the Base Bid, Alternate 1, Alternate 2 and Alternate 3 in the Amount of \$6,514,400.00 be accepted and a contract be awarded to them.

SECRETARY

PRESIDENT

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a _Regular Meeting of the Port of South Louisiana Commission held on the 15th day of July, 2020 in which a quorum was present and voting and that the Resolution adopted is still in full force and effect and has not been rescinded or revoked.

Signed at _____ on the ____ day of _____, 20__.

SECRETARY



BREAZEALE, SACHSE & WILSON, L.L.P. | ATTORNEYS AT LAW

JACOB E. ROUSSEL

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301 Main Street

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June 17, 2020

Paul Aucoin
Executive Director
Port of South Louisiana
171 Belle Terre Boulevard
LaPlace, Louisiana 70068

Via Email: paucoin@portsl.com

Re: *Port of South Louisiana vs. Kostmayer Construction, LLC, et al.*
40th Judicial District Court, Parish of St. John the Baptist
Docket No. 75033, Division C

Dear Paul,

Following up on our conversation of yesterday afternoon, attached please find a copy of the judgment rendered in this case, which rules in favor of Boh Bros. Accordingly, the Court has determined that Kostmayer's bid is to be rejected and the contract for the project at issue is to be awarded to Boh Bros.

As we discussed, it is important to note that, as a final judgment, Kostmayer has the right to seek a new trial and/or pursue an appeal of the ruling. While we think it is unlikely that Kostmayer would file a motion for new trial, it may decide to appeal the judgment. If it does, Kostmayer could pursue a suspensive appeal (which would suspend the effect of the judgment) or a devolutive appeal (which would not suspend the effect of the judgment). However, should Kostmayer seek a suspensive appeal, it would also be required to post security in an amount sufficient to satisfy damages resulting from delaying the effect of the judgment, and I would anticipate that we would ask the Court to require a substantial amount of security. The deadline for any suspensive appeal is 30 days (commencing after the 7 day period for seeking a new trial), and the deadline for any devolutive appeal is 60 days (commencing after the 7 day period for seeking a new trial).

You had asked for our recommendation regarding going forward with the award. We believe that the Port can proceed with awarding the contract to Boh Bros. However, we also suggest that the work not commence prior to July 28, 2020, which is the deadline that we have calculated for Kostmayer to seek a suspensive appeal.

Please let us know if you have any questions or would like to further discuss.

Sincerely,

BREAZEALE, SACHSE & WILSON, L.L.P.

A handwritten signature in black ink, appearing to read 'Jacob E. Roussel', with a stylized, cursive script.

Jacob E. Roussel

cc: Peter J. Butler, Jr.

Patti Crockett (pcrockett@portsl.com)

Vickie L. Clark (vlclark@portsl.com)

STATE OF LOUISIANA
40TH JUDICIAL DISTRICT COURT
PARISH OF ST. JOHN THE BAPTIST

C.D. # 75033

DIVISION "C"

PORT OF SOUTH LOUISIANA

VERSUS

KOSTMAYEER CONSTRUCTION, LLC
And BOH BROS. CONSTRUCTION CO., LLC

NOTICE OF JUDGMENT

YOU ARE HEREBY NOTIFIED that on JUNE 4, 2020 as rendered and signed in the above and entitled matter, a certified copy of which said Judgment is annexed hereto and made part thereof.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE AT EDGARD,
LOUISIANA on 15TH day of JUNE 2020.

LORI BURKE-COLAS
DEPUTY CLERK OF COURT

I hereby certify that a copy of the foregoing notice was mailed this day by me to the following counsel of record for all parties and to such of the litigants, if any, who are not represented by counsel which notices were addressed to the, respectively at their last known address, with postage prepaid.

JACOB ROUSSEL
MURPHY J. FOSTER
BREAZEALE, SACHSE & WILSON
ONE AMERICAN PLACE, SUITE 2300
BATON ROUGE, LA 70801

MICHAEL REISS
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SHER GARNER CAHILL RICHTER
909 POYDRAS ST., 28TH FLOOR
NEW ORLEANS, LA 70112



FORTIETH JUDICIAL DISTRICT COURT
IN AND FOR THE PARISH OF ST. JOHN THE BAPTIST
STATE OF LOUISIANA

DOCKET NO.: 75033

DIVISION "C"

PORT OF SOUTH LOUISIANA

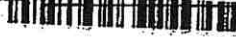
VERSUS

KOSTMAYER CONSTRUCTION, LLC ET AL.

Elana Verrancescu - Clerk of Court

Filed: Jun 04, 2020 3:44 PM

FILED



133862763

DEPUTY CLERK

JUDGMENT ON CROSS MOTIONS FOR SUMMARY JUDGMENT

This matter came before the Court on the 14th day of May, 2020 in Edgard, Louisiana pursuant to Kostmayer Construction, LLC and Boh Bros. Construction Co., LLC's motions for summary judgment.

PRESENT:

Jacob Roussel and Murphy Foster, III, Attorneys for the Port of South Louisiana

Michael Riess and Michael Blackwell, Attorneys for Boh Bros. Construction Co., LLC

Ryan Luminais and Ashton Licciardi, Attorneys for Kostmayer Construction, LLC

After hearing oral arguments from counsel, the Court took the matter under advisement.

FACTUAL AND PROCEDURAL BACKGROUND

This dispute centers around a public bid for the Port of South Louisiana's (hereinafter "the Port") public works project known as Globalplex Intermodal Dock Reinforcement and Globalplex Dock Equipment Improvements. On August 1, 2019, the Port released the Advertisement to Bid and the Instructions to Bidders for the project. The Bidding Documents in the Advertisement require that all bidders complete the Louisiana Uniform Public Works Bid Form (hereinafter "the Work Bid Form"). Kostmayer Construction, LLC (hereinafter "Kostmayer") and Boh Bros. Construction Co. LLC (hereinafter "Boh Bros.") both submitted

timely bids to the Port. The Port, ultimately, accepted Kostmayer's bid as the lowest monetary bidder for the project.

On January 6, 2020, Boh Bros. submitted a bid protest letter to the Port claiming Kostmayer's bid was nonresponsive and that Boh Bros. should be awarded the contract. The Port furnished a copy of this letter to Kostmayer, who later responded on January 14, 2020 contesting Boh Bros.' position. After review of the letters, the Port found that neither argument is unreasonable. The Port then filed a *Petition for Declaratory Judgment* on January 27, 2020 asking this Honorable Court to determine the lowest responsible and responsive bidder. Pursuant to the Port's petition, Boh Bros. and Kostmayer filed their respective motions for summary judgment.

I. BOH BROS.' MOTION FOR SUMMARY JUDGMENT

A. Louisiana Public Bid Law Requires Full Compliance with the Work Bid Form and the Port's Bidding Documents.

In its motion for summary judgment, Boh Bros. first directs the Court to the Louisiana Public Bid Law statute. Revised Statute 38:2212 provides that any public entity advertising for public work shall use only the Louisiana Uniform Bid Form. La. Stat. Ann. 38:2212. Further, the bidding documents shall require only the following information and documentation to be submitted by a bidder at the time designated in the advertisement for bid opening:Base Bid, Alternates. *Id.* The provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity. *Id.* Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. *Id.*

B. Kostmayer Failed to Fully Complete the Bidding Documents.

Second, Boh Bros. argues that bids must be submitted on the forms provided by the Port, must be prepared in accordance with Section 2 of the 2018 Edition of the Louisiana Department of Transportation and Development (hereinafter "LA DOTD") General Provisions, and must include all the information required by the Work Bid Form. Specifically, Section 2.06 provides,

"The total bid amount in words and figures must be written in the proper places on the 'Louisiana Uniform Public Work Bid Form.'"

Boh Bros. contends that Kostmayer only wrote \$200,000.00 in figures, and not in words, for Alternate Three on the Work Bid Form. As claimed by Boh Bros., the Work Bid Form and Section 2.06 require both words and figures for the total bid and the alternates. Given the foregoing, Boh Bros. argues that Kostmayer is noncompliant with Louisiana Public Bid Law and the requirements of the bidding documents.

II. KOSTMAYER'S MOTION FOR SUMMARY JUDGMENT

A. There is No Requirement, Either Legally or in the Bidding Documents, That Each of the Alternate Requirements Must Be Written in Both Words and Figures.

In its motion, Kostmayer claims there is no genuine issue of material fact that Kostmayer is the lowest bidder for the Project because it submitted a base bid of \$4,784,500.00, whereas Boh Bros. submitted a base bid for \$6,081,400.00. Specifically, Kostmayer asserts that there is no requirement, either legally or in the bidding documents, that each of the alternates must be written in both words and figures.

First, Kostmayer argues that Louisiana courts require that the bidding instructions govern the preparation of the Work Bid Form and references Section 2.06 of the LA DOTD requirements. Section 2.06, as interpreted by Kostmayer, only requires words and figures to appear for the "total bid amount." Kostmayer then contrasts Section 2.06 with the language on the Work Bid Form, which provides for the "Total Base Bid." Kostmayer highlights this distinction to illustrate by writing in words and figures for its *total base bid* of \$4,784,400.00 it complied with the bidding documents.

Moreover, Kostmayer asserts that adding the nineteen reference numbers on the Unit Price Form will total the amount of the Total Base Bid, without including the three alternate bids. Additionally, Kostmayer interprets the Work Bid Form as excluding the alternates in calculating towards the total bid amount. In support of its argument, Kostmayer directs the Court to the

following language, "TOTAL BASE BID: For all work required in the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates)." Kostmayer argues there is a crucial distinction between the base bid and the alternates on the Work Bid Form and the two are not considered for the total base bid.

Kostmayer then cites *Pittman Construction Co., Inc. vs. East Baton Rouge Parish*. Boh Bros., like here, was the second lowest bidder on a public bid project. Pittman Construction provided the numerical value for a unit price on the bid form, but did not write the words for at least one of the figures. *Pittman Const. Co. v. E. Baton Rouge Par.*, 493 So. 2d 178, 182 (La. Ct. App.), writ denied, 493 So. 2d 1206 (La. 1986). The First Circuit Court of Appeal found, however, that the price written by Pittman was clear and unambiguous and accepted the bid. *Id.* at 183. Here, Kostmayer argues that *Pittman* is analogous to the case at hand because the bid for Alternate Three was unambiguous and clearly written.

III. BOH BROS.' OPPOSITION BRIEF

A. The Bidding Documents Require Kostmayer to Fully Complete the Bid Form, Which Includes the Work Bid Form.

After reviewing the opposing motions for summary judgment, Boh Bros. and Kostmayer filed oppositions briefs for this Court's review. In its opposition, Boh Bros. again points to Revised Statute 38:2212 citing that any public entity advertising for public work shall only use the Louisiana Uniform Bid Form. La. Stat. Ann. 38:2212. The Louisiana Uniform Bid Form is composed of two separate forms: The Work Bid Form and The Unit Price Form. In line with the Louisiana Public Bid Law, the Port, in its advertisement, required all bidders to include all information required on the bid form. Thus, Kostmayer's argument that because there were blanks for Alternate Three on both the Work Bid Form and the Unit Price Form, and Kostmayer filled out the Unit Price Form correctly, that it complied with the Bidding Document is flawed, according to Boh Bros. As authority, Boh Bros. argues that Section 2.06 coupled with La. R.S. 38:2212(B)(2), shows that Kostmayer was required to include all information on the Work Bid Form and the Unit Price Form.

B. The Bidding Documents Require Kostmayer to Use Words and Figures for the Total Base Bid and Alternates on the Mandatory Bid Form

Second, to counter Kostmayer's argument that the "total base bid" on the Work Bid Form is only the "total bid amount," Boh Bros. cites La. R.S. 38:2212(J). La. R.S. 38:2212(J) provides, in pertinent part, "Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted." La. Stat. Ann. 38:2212. Furthermore, on page 00800-2 of the Port's bidding documents, the Port amended Section 2.06 of the DOTD requirements to reaffirm that the project would be awarded on both the total base bid and alternates, not just the total base bid alone.¹

C. Kostmayer's Error is Not Waivable

Next, Boh Bros. argues that their error is not waivable and cites to *Hamp's Const. L.L.C. v. City of New Orleans*. The Louisiana Supreme Court in *Hamp's* held that any requirements of the Public Bid Law, any requirements stated in the advertisement for bid, and any requirements on the bid form cannot be waived by any public entity. *Hamp's Const. L.L.C. v. City of New Orleans*, 924 So.2d 104, 111-12. Boh Bros. argues that the Port required the entirety of the Work Bid Form and the Unit Price Form be completed. By Kostmayer failing to complete the forms in their entirety results in a fatal error.

IV. KOSTMAYER'S OPPOSITION BRIEF

A. There Is No Discrepancy or Confusion as to the Bid Amount for Alternate Three

In their opposition, Kostmayer, first, submits the bid tabulation sheet prepared by the Port, which shows the correct bid amount for Alternate Three is \$200,000.00. Kostmayer uses this sheet to illustrate that there is no confusion by the Port. Furthermore, Kostmayer again cites to Section 2.06 of the Bidding Documents on how to proceed in the event of a discrepancy. Section 2.06 provides, "in case of a discrepancy, the Louisiana Uniform Public Work Bid Form Unit Price Form for unit price will govern." Here, on the Unit Price Form, Kostmayer plainly provided that the unit price for Alternate Three is \$200,000.00.

¹ See Port of South Louisiana's Bidding Documents, at p. 00800-2.

B. Should Kostmayer's Bid Be Deemed Nonresponsive, There is Just Cause for the Port to Reopen the Bid Process

Next, Kostmayer submits to this Court to reopen the bidding process if we were to find their bid non-responsive. To support its position, Kostmayer cites to Revised Statute 38:2214, which provides "the public entity may reject any and all bids for just cause." La. Stat. Ann. 38:2214. Just cause exists when there is confusion surrounding the bidding process or to implement clear and unambiguous instructions. *Regency Const., Inc. v. Lafayette City-Par. Consol. Gov't*, 2003-313 (La. App. 3 Cir. 6/4/03, 2); 847 So.2d 796, 798. When just cause exists to reject the lowest bid, a public entity may reject all other bids and re-advertise the project, rather than awarding the bid to the next lowest bidder. *Gibson & Associates, Inc. v. State, Dep't of Transp. & Dev.*, 2010-1696 (La. App. 1 Cir. 5/18/11, 3); 68 So.3d 1128, 1131. Here, Kostmayer argues we must reopen the bidding process in order to ensure fair competition.

LAW AND ANALYSIS

We find that Kostmayer's bid was flawed for failing to include both words and figures for Alternate Three on the Work Bid Form. First, Kostmayer's analysis of the *Pittman* case is outdated and not controlling in this matter, per the Supreme Court's ruling in *Hamp's Const., LLC vs. City of New Orleans*. Kostmayer correctly stated the holding in *Pittman*, "A bidder's deviation from the bidding instructions by failing to write the price for Item No. 1 in words and numbers is not, therefore, a matter of substance, but one only of form, and the *Pittman* bid should not be subject to rejection on that account. *Pittman*, 493 So. 2d at 183.

However, in *Hamp's* the Supreme Court called the holding in *Pittman* into doubt by the Court's reliance on the 1986 revisions of La. R.S. 38:2212. Specifically, regarding *Pittman*, the Supreme Court held,

In 1984, the legislature enacted La. R.S. 38:2212A(1)(b), which then provided that "[t]he provisions and requirements of this Section shall not be waived by any public entity." Subsequently, courts continued to hold that deviations of form were waivable, but deviations of substance were not. See *Pittman Construction Company, Inc. v. Parish of East Baton Rouge*, 493 So.2d 178 (La.App. 1 Cir.), writ denied, 493 So.2d 1206 (La.1986). In 1986, the legislature again

amended La. R.S. 38:2212A(1)(b) and added the emphasized language: “[t]he provisions and requirements of this Section *and those stated in the advertisement for bids shall not be considered as informalities* and shall not be waived by any public entity.” This statute was enacted prior to the decision in *Pittman* but did not become effective until August 30, 1986, after the decision in *Pittman*. In 1987, the statute was again amended, adding the emphasized language: “[t]he provisions and requirements of the Section, those stated in the advertisement for bids, *and those required on the bid form* shall not be considered as informalities and shall not be waived by any public entity.”

Hamp's Const., L.L.C. v. City of New Orleans, 2005-0489 (La. 2/22/06), 924 So. 2d 104, 108 (emphasis ours). According to the Supreme Court in *Hamp's*, the decision in *Pittman* reflected the now outdated language of La. R.S. 38:2212. Therefore, we cannot apply the holding of *Pittman* to this matter. However, the ruling in *Hamp's* is still binding on this Court.

Turning to *Hamp's*, the Louisiana Supreme Court held, “[t]he language of ... 38:2212(A)(1)(b) is clear and unambiguous: when a public entity elects to place certain requirements in its advertisements for bids and on its bid forms, that entity is bound by those requirements and may not choose to waive them at a later date.” *Hamp's*, 924 So.2d at 109, quoting *Broadmoor, L.L.C. v. Ernest N. Morial New Orleans Exhibition Hall Auth.*, 04-0211 (La.3/18/04), 867 So.2d 651, 657. “The public entity does not have the discretion to determine, after bids have been submitted, whether a requirement is substantive or non-substantive, waivable or non-waivable. Once the public entity establishes a requirement, that requirement must be uniformly followed by all bidders.” *Id.* at 111. In sum, *Hamp's* established that courts do not have the authority to determine whether a requirement under Louisiana Public Bid Law is waivable.

Here, the Advertisement on page 00010-2 states that the bid must be completed in accordance with Section 2.06 and must include all information required by the Bid Form.² Section 2.06 provides that the total bid is to be written in words and figures on the Work Bid Form. The total bid includes the base bid plus the three alternates, per La. Stat. Ann. 38:2212(J). Furthermore, the Work Bid Form left a space for Alternate Three to be written in words *and*

² See Port of South Louisiana's Bidding Documents, at p. 00010-2.

figures. Alternate Three was only written in figures. Under *Hamp's*, requirements for bidding cannot be waived by any public entity.

The Supreme Court has battled with other appellate courts' ruling that certain non-substantive requirements can be waived. However, the Supreme Court in *Hamp's* settled the debate that a public entity does not have the ability to determine whether a requirement is substantive or non-substantive or waivable or non-waivable. As a trial court, we cannot decide that Kostmayer's failure to write the amount for Alternate Three in words on the Work Bid Form is a non-substantive requirement. Instead, we must collectively look to the language of the Advertisement, the Work Bid Form itself, Section 2.06, and La. R.S. 38:2212(J), wherein it is required that the base bid and the three alternates must be written in words and figures.

Next, we turn to Kostmayer's argument that the total bid does not include the alternates. The determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. La. Stat. Ann. 38:2212(J). Here, we agree with Boh Bros. that the total bid includes the base bid plus the three alternates, as that is how the lowest bidder is determined in 38:2212(J). Further, Section 2.06 states, "The total bid amount in words and figures must be written in the proper places for on the 'Louisiana Uniform Public Work Bid Form.'" The Port would likely take into consideration the total base bid plus the alternates when determining the lowest bidder is. As evidenced by the Work Bid Form submitted, Kostmayer only wrote \$200,000 in numerical form and not in words on the Alternate Three space. Therefore, we find Kostmayer's bid is nonresponsive.

In the alternative, if Kostmayer is correct in that Section 2.06 does not mandate alternates to be written in words and figures, their bid is still nonresponsive as they did not comply with the Work Bid Form. The Advertisement on page 00010-2 required that the Work Bid Form be completed.³ The Work Bid Form had a place for the alternates to be written in words and figures. As stated in *Hamp's* and 38:2212, any requirement in the advertisement for bid is nonwaivable. Therefore, this still results in a nonresponsive bid for Kostmayer.

³ See Port of South Louisiana's Bidding Documents, at p. 00010-2.

Next, we turn to whether the Unit Price Form controls in this matter in the event of a discrepancy. On page 00800-2 of the bidding documents, the Port amended Section 2.06. Namely, the Port provides, "The following sentences are removed 'In case of a discrepancy, the Louisiana Uniform Public Bid Form Unit Price Form for unit price will govern.'"⁴ After review of the bidding documents, the advertisement, and this provision we agree with Boh Bros. that the Unit Price Form does not govern in the event of discrepancies.

Furthermore, we find that the bidding process should not be reopened, as this Court has been presented with a responsive bid from Boh Bros. Additionally, the Port has expressed their desire to accept this Court's decision regarding the motions for summary judgment and proceed with the bid of the prevailing party.

CONCLUSION

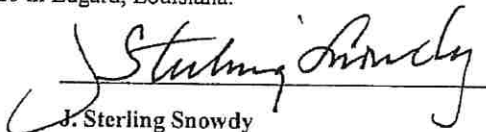
Lastly, since we have determined that Kostmayer's bid is nonresponsive, we turn to the Louisiana Public Bid Law statute to determine who the project shall be awarded to. The statute mandates for the project to be awarded "to the lowest responsible and responsive bidder." La. Stat. Ann. 38:2212. Therefore, this Court is bound by this statutory authority to award the project to Boh Bros. as it submitted the lowest responsive bid.

Based on the foregoing,

IT IS HEREBY ORDERED that Boh Bros. Construction Co., LLC's Motion for Summary Judgment is **GRANTED**.

IT IS FURTHER ORDERED that Kostmayer Construction, LLC's Motion for Summary Judgment is **DENIED**.

Signed on the 4 day of June, 2020 in Edgard, Louisiana.


J. Sterling Snowdy

PLEASE NOTIFY ALL PARTIES

Judge, Fortieth Judicial District Court

⁴ See Port of South Louisiana's Bidding Documents, at p. 00800-2.

RESOLUTION CERTIFYING COMPLIANCE WITH THE PUBLIC BID LAWS

**STATE PROJECT NO H.009331
Globalplex Intermodal Dock
Reinforcement
PARISH OF ST. JOHN THE
BAPTIST**

SPN H.012208
Globalplex Dock Equipment
Improvements

RESOLUTION

Port of South Louisiana

Whereas, the Port of South Louisiana has solicited bids for State Project No. H.009331 Globalplex Intermodal Dock Reinforcement, Parish of St. John the Baptist, in accordance with the current bid laws of the state of Louisiana, including, but not limited to R.S. 38:2320.1 et. seq; and

Whereas, the Port of South Louisiana has submitted to DOTD Certification of proof of publication, one(1) copy of the bid proposals and bid bonds as submitted by each of the three (3) lowest bidders, a legible copy of the bid tabulation of all bids received, and certified to be correct by the Engineer and an authorized official of the Sponsor, a copy of the engineer's recommendation, a Judgement from the 40th Judicial District Court, contract documents, Notice of Award of Contract, and a copy of the recordation data in the Clerk of Court's Office.

NOW, THEREFORE, BE IT RESOLVED by the Port of South Louisiana , in Regular Session, assembled on this _____ day of _____, 20__, does hereby certify that the bidding procedures comply with Louisiana Revised Statutes 38:2320.1 et. seq.

SECRETARY

CHAIRMAN

CERTIFICATE

I hereby certify that the above and foregoing is true and correct copy of the resolution adopted at a Regular Meeting of the Port of South Louisiana held on the day of _____, 20__, in which a quorum was present and voting and that the resolution is still in full effect and has not been rescinded or revoked.

Signed at _____ on the _____ Day of _____ 20

SECRETARY



LINFIELD, HUNTER & JUNIUS, INC.

PROFESSIONAL ENGINEERS, ARCHITECTS,
LANDSCAPE ARCHITECTS AND SURVEYORS

3608 18th Street / Suite 200
Metairie, Louisiana 70002
(504) 833-5300 / (504) 833-5350 fax

lhj@lhjunius.com

Ralph W. Junius, Jr., P.E.
Nathan J. Junius, P.E., P.L.S.
Sergio J. Girau, P.E.
Anthony F. Goodgion, P.E.
Benjamin N. Chadwick, AIA
Charles T. Knight, P.E.
Robert E. Nockton, P.E.
Mark K. Annino
J. Greg Cantrell, PLA

Daniel F. Bobeck, P.E.
Jonathan C. Catanzano, P.E.
Wesley R. Eustis, P.E.
Daniel A. Flores, P.E.
Casey M. Genovese, P.E.
Timothy J. Roth, P.E.
Luis F. Sosa, P.E.
Richard A. Van Woorren, P.E.

June 2, 2020

Mr. Paul Aucoin
Executive Director
Port of South Louisiana
P.O. Box 909
LaPlace, LA 70069

**RE: Final Acceptance - Recommendation Letter
Warehouse, Planning and Property Acquisition and Improvements,
Planning and Construction
Pepsi Building CRC Task 13 – Roof Membrane
Final Acceptance
Our File #: 18-187- Task 13**


Dear Mr. Aucoin:

A final acceptance site visit was made on March 13, 2020 at 10:00 A.M. During this site visit we visibly inspected all of the items that were noted as incomplete at the time of substantial completion punch list visit. We have reviewed the Contractor's work for compliance with the Contract documents for the above referenced project, and found it to be complete.

Linfield, Hunter & Junius, Inc. (LH&J) recommends that the Port of South Louisiana issue the final acceptance of the Warehouse, Planning and Property Acquisition and Improvements, Planning and Construction Pepsi Building CRC Task 13 -- Roof Membrane project for this phase in accordance with the contract with Brazos Industries, LLC.

Very truly yours,

LINFIELD, HUNTER & JUNIUS, INC.



Benjamin Noble Chadwick, AIA, NCARB
Director of Architecture

BNC/dlm

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control
RECOMMENDATION OF ACCEPTANCE

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: Linfield, Hunter & Junius, Inc.
3608 18th Street
Metairie, LA 70002
Design Firm Name and Address

DATE: 6-2-2020

PROJECT NAME: **Warehouse, Planning and Property Acquisition and Improvements,
Planning and Construction Pepsi Building CRC Task 13 – Roof Membrane**

PROJECT NUMBER: FP&C 36-P21-12-01 WBS No. _____

SITE CODE: _____ STATE ID: _____ CFMS/SRM #: _____

CONTRACTOR: Brazos Industries, LLC.
11950 Richcroft Ave. Baton Rouge, LA 70814

ORIGINAL CONTRACT AMOUNT: \$ 331,183.00

FINAL CONTRACT AMOUNT: \$ 458,061.00

FINAL BUILDING AREA (SQ. FEET): **Approximately 125,000 square feet of roof was coated**

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: **February 03, 2020**

CONTRACT DATE OF COMPLETION: **February 03, 2020**

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date): 0

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT: \$0

VALUE OF PUNCH LIST **\$24,150.00**

Was part of project occupied prior to Acceptance? No

PORION OCCUPIED: *(Attach Partial Occupancy Forms)*

ROOF GUAR-MANUF: **GREEN SHIELD PRODUCTS** START DATE: **02-03-2020** END DATE: **02-03-2040**

ROOFER: **Brazos Industries LLC.** START DATE: **02-03-2020** END DATE: **02-03-2022**

Signed: _____

DESIGNER

FOR USE OF PROJECT MANAGER:

Signed: _____

PROJECT MANAGER

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

CERTIFICATE OF COMPLIANCE
with
Americans with Disabilities Act and Architectural Barriers Act
Accessibility Guidelines

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: Linfield, Hunter & Junius, Inc.
3608 18th Street
Metairie, LA 70002
Design Firm Name and Address

PROJECT NAME: **Warehouse, Planning and Property Acquisition and Improvements,
Planning and Construction Pepsi Building CRC Task 13 – Roof
Membrane**

PROJECT No.: **FP&C 36-P21-12-01**

WBS No.: _____

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: **02-03-2020**

I, **Benjamin Noble Chadwick** certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines as reviewed by the fire marshal.



Designer Signature

Date: 06-25-2020

State of Louisiana
DIVISION OF ADMINISTRATION
Facility Planning and Control

CERTIFICATE OF COMPLIANCE
with
Louisiana Building Code for State Owned Buildings

TO: STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: Linfield, Hunter & Junius, Inc.
3608 18th Street
Metairie, LA 70002
(Design Firm or Owner/User Name and Address)

PROJECT NAME: **Warehouse, Planning and Property Acquisition and Improvements,
Planning and Construction Pepsi Building CRC Task 13 – Roof Membrane**

PROJECT No.: **FP&C 36-P21-12-01**

WBS No.: _____

DATE OF ACCEPTANCE: 02-03-200

I, **Benjamin Noble Chadwick** certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the construction documents determined to be satisfactory by the State of Louisiana, Division of Administration, Office of Facility Planning and Control.



(Signature of Designer or Owner/User)

Date: 06-25-2020

LIEN CERTIFICATE

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

I, HEREBY CERTIFY THAT according to the mortgage records of St. John the Baptist Parish, Louisiana, there does not appear of record any liens from and after

JULY 23, 2019, Contract date, filed, **AUGUST 12, 2019**, Original Act Number is **367369** in the names of:

PORT OF SOUTH LOUISIANA

AND

BRAZOS INDUSTRIES, LLC

Operating upon and against the following project:

Warehouse and Property Acquisition and Improvement Planning and Construction (St. John The Baptist Parish) Port of South Louisiana Pepsi Bottling Building – Task # 13 Roof Membrane FP & C # 36-P21-12-01, 383 W. 10th Street, Reserve, LA 70084.

OTHER THAN:

Certificate of Substantial Completion, dated, February 3, 2020, recorded March 20, 2020 in Entry # 371809.

IN FAITH WHEREOF, witness my hand and the impress of the seal of my office this, 27th day of May, 2020 at 8:30 A.M.

 # 73321

Veronica J. Barnes

Deputy Clerk of Court and Ex-Officio
Recorder of Mortgages

BRAZOS

INDUSTRIES

Date: 05/06/2020

PROJECT:

Port of South Louisiana Pepsi Bottling Building – Task # 13 Roof Membrane
FP&C No. 36-P21-12-01
383 W 10th Street
Reserve, LA 700084

ACCOUNTING STATEMENT:

Final Changes to Contract Sum

AMOUNT	DESCRIPTION
\$333,183.00	Original Contract Sum.
\$144,905.00	Change Order #1.
\$9,973.00	Change Order #2.
\$488,061.00	Final Contract Sum.

CONTRACTOR:

Brazos Industries, LLC
11950 Richcroft Avenue
Baton Rouge, LA 70814

BY:



(Signature of authorized representative)

Shelby Scoggins, Secretary

(Printed name and title)

State of: Texas

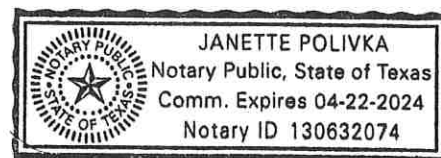
County of: Galveston

Subscribed and sworn to before me this 6 day of May, 2020



Notary Public: Janette Polivka

My Commission Expires: April 22, 2024





AIA

Document G704™ - 2017



ST JOHN THE BAPTIST PARK
ELIANA DEFRAncesCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
03/20/2020 1:12PM
371809- MO

Deputy Clerk

Veronica DeBour #173371

Certificate of Substantial Completion

PROJECT: (name and address)

Port of South Louisiana Pepsi Bottling
Building - Task #13 Roof Membrane
FP&C# 36-P21-12-01
383 W. 10th Street
Reserve, LA 70084

CONTRACT INFORMATION:

Contract For: General Construction

CERTIFICATE INFORMATION:

Certificate Number: 001

Date: 6/10/19

Date: 02/03/20

OWNER: (name and address)

Port of South Louisiana
171 Belle Terre Boulevard
Laplace, LA 70068

ARCHITECT: (name and address)

Linfield, Hunter & Junius, Inc.
3608 18th Street, Suite 200
Mrtairie, LA 70002

CONTRACTOR: (name and address)

Brazos Industries, LLC
11950 Richcroft Ave
Baton Rouge, LA 70814

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Linfield, Hunter &
Junius, Inc.

ARCHITECT (Firm Name)

SIGNATURE

Benjamin N.
Chadwick Vice President,
Director of
Architecture, AIA,

PRINTED NAME AND TITLE

02/03/20

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
Please see attached punch list.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Forty-five (45) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$24,150.00


The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Brazos Industries, LLC

CONTRACTOR (Firm
Name)

Port of South Louisiana
OWNER (Firm Name)


SIGNATURE

Steve Atkins

PRINTED NAME AND TITLE

DATE

2-10-2020


SIGNATURE

PRINTED NAME AND TITLE

DATE

Paul G. Aucoin

3-11-2020





LINFIELD, HUNTER & JUNIUS, INC.

PROFESSIONAL ENGINEERS, ARCHITECTS,
LANDSCAPE ARCHITECTS AND SURVEYORS

3608 18th Street / Suite 200
Metairie, Louisiana 70002
(504) 833-5300 / (504) 833-5350 fax

lhj@lhjunius.com

Ralph W. Junius, Jr., P.E.
Nathan J. Junius, P.E., P.L.S.
Sergio J. Girau, P.E.
Anthony F. Goodgion, P.E.
Benjamin N. Chadwick, AIA
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Daniel A. Flores, P.E.
Casey M. Genovese, P.E.
Timothy J. Roth, P.E.
Luis F. Sosa, P.E.
Richard A. Van Wootten, P.E.

July 9, 2020

Mr. Paul Aucoin
Executive Director
Port of South Louisiana
P.O. Box 909
LaPlace, LA 70069

**RE: Final Acceptance - Recommendation Letter
Warehouse, Planning and Property Acquisition and Improvements,
Planning and Construction
Pepsi Building CRC Task 14 – Demolition of walls and slabs
Final Acceptance
Our File #: 18-187- Task 14**

Dear Mr. Aucoin:

A Final Walkthrough of the project reviewing substantial completion punchlist items was completed on March 19, 2020 at 9:00 A.M. We have reviewed the Contractor's work for compliance with the Contract documents for the above referenced project, and found it to be complete.

Linfield, Hunter & Junius, Inc. (LH&J) recommends that the Port of South Louisiana issue the final acceptance of the Warehouse, Planning and Property Acquisition and Improvements, Planning and Construction Pepsi Building CRC Task 14 – Demolition of walls and slabs project for this phase in accordance with the contract with Mayer Building Company, LLC.

Very truly yours,

LINFIELD, HUNTER & JUNIUS, INC.

Benjamin Noble Chadwick, AIA, NCARB
Director of Architecture

BNC/dlm

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control
RECOMMENDATION OF ACCEPTANCE

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: Linfield, Hunter & Junius, Inc.
3608 18th Street, Suite 200
Metairie, LA 70002
Design Firm Name and Address

DATE: July 9, 2020

PROJECT NAME: _____

PROJECT NUMBER: FP&C# 36-P21-01 WBS No. _____

SITE CODE: _____ STATE ID: _____ CFMS/SRM #: _____

CONTRACTOR: Mayer Building Company, LLC

ORIGINAL CONTRACT AMOUNT: \$ 360,808.77

FINAL CONTRACT AMOUNT: \$ 559,179.77

FINAL BUILDING AREA (SQ. FEET): 148,667 sq. ft.

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: 3/02/20

CONTRACT DATE OF COMPLETION: 3/02/20

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) 0


LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ 0

VALUE OF PUNCH LIST \$ 2,150.00 (Attach punch list)

Was part of project occupied prior to Acceptance? No

PORION OCCUPIED: (Attach Partial Occupancy Forms)

CONTRACTOR: Mayer Building Company, LLC START DATE: 8/12/19 END DATE: 3/2/20

Signed: 
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed: _____
PROJECT MANAGER

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

CERTIFICATE OF COMPLIANCE
with
Americans with Disabilities Act and Architectural Barriers Act
Accessibility Guidelines

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: Linfield, Hunter & Junius, Inc.
3608 18th Street, Suite 200
Metairie, LA 70002
Design Firm Name and Address

PROJECT NAME: Warehouse, Planning and Property Acquisition and Improvements, Planning
and Construction Pepsi Building CRC Task 14 – Demolition of Walls and Slabs


PROJECT No.: FP&C# 36-P21-01

WBS No.: _____

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: 03/02/20

I, Ben Chowder certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines as reviewed by the fire marshal.

 Date: 7/9/20
Designer Signature

State of Louisiana
DIVISION OF ADMINISTRATION
Facility Planning and Control

CERTIFICATE OF COMPLIANCE
with
Louisiana Building Code for State Owned Buildings

TO: STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: Linfield, Hunter & Junius, Inc.
3608 18th Street, Suite 200
Metairie, LA 70002
(Design Firm or Owner/User Name and Address)

PROJECT NAME: Warehouse, Planning and Property Acquisition and Improvements,
Planning and Construction Pepsi Building CRC Task 14 – Demolition of Walls and Slabs

PROJECT No.: FP&C# 36-P21-01

WBS No.: _____

DATE OF ACCEPTANCE: 03/02/20

I, Ba C. Hunter certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the construction documents determined to be satisfactory by the State of Louisiana, Division of Administration, Office of Facility Planning and Control.

Ba C. Hunter Date: 7/9/20
(Signature of Designer or Owner/User)

LIEN CERTIFICATE

STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST

I, HEREBY CERTIFY THAT according to the mortgage records of St. John the Baptist Parish, Louisiana, there does not appear of record any liens from and after

December 12, 2018 Contract date, filed, **August 07, 2019**, Original Act Number is **367273** in the names of:

PORT OF SOUTH LOUISIANA

AND

MAYER BUILDING COMPANY, LLC

Operating upon and against the following project:

PROJECT: PORT OF SOUTH LOUISIANA – TASK #14
Demolition of walls and slabs FP&C#
36-P21-12-01
383 E. 10th street
Reserve, LA 70084

OTHER THAN:

NONE.

IN FAITH WHEREOF, witness my hand and the impress of the seal of my office this, 7TH day of July, 2020 at 8:30 A.M.



Deputy Clerk of Court and Ex-Officio
Recorder of Mortgages



1000 N. Broad Street
New Orleans, La 70119
rdmayer@mayerbuilt.com
La License 52207

Ryan D. Mayer 504.315.8423

July 13, 2020

Revised

Mr. Mark K. Annino
Vice President
Linfield, Hunter & Junius, Inc
3608 18th Street, Suite 200
Metairie, La 70002

Dear Mr. Annino,

Thank you for the opportunity to bid the work at the Port of South Louisiana Pepsi/CRC Building as described by "Pepsi Building Floor Repairs Document (FIG-1 dated 4-3-2020, & Typical Slab Repair Pages 1-4 dated 5/20/2020)" and "Slab Repair Details 1-4 dated 7/10/20"

We have included in this proposal all the labor, materials, equipment, performance bond, and insurances necessary to safely furnish and install the work listed below for One Hundred Twenty Thousand Seven Hundred Twenty Five Dollars (\$120,725.00) in a 4 to 6 week duration.

- Steel pipe removal via 8"x 8" square sawcut (approximately 2" deep), cut pipe below grade, patch hole with bonding agent and concrete. (256 each). Does NOT include removal of pipe or bollard foundation, includes cutting steel below patch.
- Drop Inlet removal via 24"x24" square sawcut (approximately 7" deep) break and remove concrete and device, fill void with river sand and compact, drill, epoxy nine (9) #5 dowels, pour 7" concrete, 4000 psi at 28 days. (24 each)
- Grind or shallow cut & chip 50 linear feet of protruding grade beam, place grout per detail.
- Furnish and install sawcut, preparation (chipping and cleaning as needed) 2" of new SikaQuick 1000 in one pour over epoxy bonding agent (2500 sf).

Please note that Mayer Building Company excludes bollard or pipe foundation removal, night or weekend work, underground plumbing caps, handling of FF& E or warehouse contents, permits, builder's risk insurance, design, mitigation or handling of any hazardous or toxic material, all unforeseen conditions. We respectfully assume granted access and the use of your power and water, granted access and normal working hours.

We have not included a contingency on these repairs. If a 20% contingency is desired by PSL, please add \$24,145 to the base price.

We include the Table on below as a courtesy and reference only, not for use in projecting changes to the above or future scope. Please note MBC's comment in CAPS in the LHJ table.

We appreciate the opportunity to price the work and look forward to discussing this project further.

Thank you,


Ryan D. Mayer

Proposal Accepted by _____

Date _____

WWW.MAYERBUILT.COM

	Item Description	Uni	Qty.	Unit Cost	Extension
1	Sawcut Existing Concrete Slab Full Depth (6" Average Thickness)	Linear Foot	2,800	\$10	\$28,000
2	Removal and Disposal of Existing Concrete Slab	Square Foot	1,400	\$3.50	\$4,900
3	CUTTING of Steel Pipe Bollard	Each	256	\$10	\$2,560
4	Removal of Drop Inlet (Including Plugging Existing Drain Line) (CONCRETE OVERFLOW CAP)	Each	24	\$49	\$1,176
5	Concrete Slab Patching (6" Average Thickness) Including Reinforcing and Dowel Bars)	Square Foot	1,400	\$21.39	\$29,946
6	Slab Repair for Leveling Uneven Areas (Including Sawcutting, Abrading the Surface of the Existing Slab and Leveling Grout)	Square Foot	2,500	\$19.70	\$49,243
7	Grind Beam (Including Grinding Existing Concrete Beam and Leveling Grout)	Linear Foot	50	\$52	\$2600
8	River sand (placed and compacted)	Cubic Yard	100	\$23	\$2300
					\$120,725



Civil & Environmental Consulting Engineers
 Danny J. Hebert, P.E., L.L.C.

14433 River Road
 Hahnville, LA 70057

www.hebertengineering.com

phone: (985) 785-2380

July 9, 2020

Mr. Paul G. Aucoin, Executive Director
 Port of South Louisiana Board of Commissioners
 171 Belle Terre Boulevard
 Laplace, LA 70068
 Via Email: paucoin@portsl.com & pcrockett@portsl.com

Re: Professional Services Contract, 20-1639 - Port of South Louisiana

Dear Mr. Aucoin,

Thank you for allowing Civil & Environmental Consulting Engineers dba Danny J. Hebert, P.E., L.L.C. (herein referred to as CECE) the opportunity to submit a proposal for Professional Services for your above referenced project.

Progress Meetings – CECE will attend all jobsite progress meetings to review the progress and schedule with the site Architect, Owner, and Engineer.

Documentation - Progress and Documentation Reports including daily written reports with complete photo documentation will be submitted electronically to the site Architect, Owner, and Contractor. One hard copy will be mailed to the Owner, if desired.

Additional Services - Any additional professional design and coordination services desired by Port of South Louisiana or the Site Architect can be performed at the standard rate as described herein (see attached), on the 2020 hourly rate schedule or a lump sum value as approved by the Port of South Louisiana Board of Commissioners. No additional work will occur without written authorization from the Port of South Louisiana. It is understood that hourly time charges over 40 hours per week and/or holidays shall be charged at 1.5 x hourly rate herein. Payment of invoices to be net thirty (30) days.

Items not included in this proposal are safety inspections which are the responsibility of the Contractor and standard reimbursable items such as nonstandard travel, printing and reproduction costs, and overnight mail.

If you are in agreement with this proposal, please sign and return (1) one copy of this letter so that we may begin work immediately. Should you need to speak to me, you may reach me at 985-785-2380. Thank you for the opportunity to assist you in this very exciting project!

Sincerely,



Danny J. Hebert, P.E.

Agreed and Accepted _____ Date _____

DJH/god

Attachments: Task Order, Rate Schedule, Insurance Certificate

TASK ORDER NO. 001

In accordance with the agreement for Professional Services between Port of South Louisiana, 171 Belle Terre Boulevard, Laplace, LA 70169-0909 ("Client") and Danny J. Hebert, P.E., LLC dba: Civil & Environmental Consulting Services, 14433 River Road, Hahnville, LA 70057 ("CECE"), this Task Order describes the Services, Schedule, and Payment Conditions for CECE Services on the Project known as:

**Professional Services 20-1639
Port of South Louisiana**

Client Authorized Representative:	<u>Paul Aucoin</u>
Address:	<u>171 Belle Terre Boulevard, Laplace, LA 70068</u>
Phone:	<u>(985) 652-9278</u>
CECE Authorized Representative:	<u>Danny Hebert, P.E.</u>
Address:	<u>14433 River Road, Hahnville, LA 70057</u>
Phone:	<u>(985) 785-2380</u>

SERVICES: Resident Inspection - Port of South Louisiana Administration Building.

SCHEDULE: The Schedule shall be described in the Agreement - Attachment A to this Task Order.

PAYMENT: CECE invoicing fees shall be in accordance with the 2020 Rate Schedule. Resident Inspection- Following review of the planned construction package, it is recommended that CECE's Project Representative/Inspector, be available to provide full-time site monitoring activities **at a cost of \$75.00 per hour** for the project per a Primavera Systems bar chart (this schedule and bar chart would be derived from Time Line Target provided by the General Contractor's Schedule and/or 540 calendar days per contract). It is understood that the CECE representative would work closely with the Architect's and Owner's personnel involving coordination and inspection of the proposed construction. The number of hours actually provided can be adjusted upward or downward depending upon your preference and other factors such as jobsite productivity and on-schedule performance of the contractor. The not to exceed resident inspection cost is anticipated to be: 540 days x 8 hours/day x \$75/hour = \$324,000.00.

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


Signature

Paul Aucoin, Executive Director

Typed Name/Title

Date of Signature

DANNY J. HEBERT, P.E., LLC / DBA: CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS



Signature

Danny J. Hebert, P.E./Owner

Typed Name/Title

7/9/2020

Date of Signature



Civil & Environmental Consulting Engineers
 Danny J. Hebert, P.E., L.L.C.

14433 River Road
 Hahnville, LA 70057
www.hebertengineering.com
 phone: (985) 785-2380

2020 Rate Schedule

OFFICE PERSONNEL:

Principal Engineer	\$225.00/Hr.
Research, Legal Testimony & Depositions	\$300.00/Hr.
Registered Professional Engineer	\$150.00/Hr.
Registered Professional Land Surveyor	\$150.00/Hr.
Design Architect	\$150.00/Hr.
Wetland Delineator/Consultant	\$100.00/Hr.
Environmental Permit Specialist	\$100.00/Hr.
Program/Project Manager	\$200.00/Hr.
Engineering Technician/CAD Designer	\$ 95.00/Hr.
Clerical	\$ 65.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$.575/Mi.*

CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative – Resident Inspection	\$ 75.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$.575/Mi.*

SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.

COMPUTER SERVICES:

Reproduction (8-1/2" x 11" Sheet)	\$.15/Copy
	\$.29/Color
Digital Photo Compilation (8-1/2" x 11" Photo Sheet)	\$ 4.50/Sheet
Computer Modeling	\$150.00/Hr.
Computer Plotting (AutoCAD)	\$ 95.00/Hr.

SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
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***ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

LIEN CERTIFICATE

STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST

I, HEREBY CERTIFY THAT according to the mortgage records of St. John the Baptist Parish, Louisiana, there does not appear of record any liens from and after

December 2, 2019 Contract date, filed, **January 2, 2020** Original Act Number is **370364** in the names of:

PORT OF SOUTH LOUISIANA

AND

TRAC WORK INC/TRAC WORKS

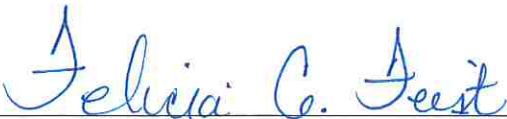
Operating upon and against the following project:

PROJECT: PORT OF SOUTH LOUISIANA
RAILROAD REPAIR AND REPLACEMENT

OTHER THAN:

NONE.

IN FAITH WHEREOF, witness my hand and the impress of the seal of my office this, 8TH day of July, 2020 at 8:30 A.M.



Deputy Clerk of Court and Ex-Officio
Recorder of Mortgages

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Rail Improvements at Globalplex Facility

OWNER: Port of South Louisiana
171 Belle Terre Blvd.
LaPlace, LA 70068

CONTRACTOR: Trac-Works
640 Highway 3185
Thibodaux, LA 70301

ENGINEER: Rail Technical Services, LLC
9650 Trail End Avenue
Central, LA 70818



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
05/22/2020 9:10AM
372481- MO

Deputy Clerk

[Signature] #82951

DATE OF SUBSTANTIAL COMPLETION: March 16, 2020

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a project, or specified part of a project is the date when the construction is sufficiently completed in accordance with the contract documents, so that the project, or specified part of the project, can be utilized for the purpose for which it was intended.

The Work performed under this Contract has been reviewed by authorized representatives of the Owner, Contractor, and Engineer and the Project is hereby declared to be substantially complete in accordance with the Contract Documents on the above date.

The date of Substantial Completion is the date upon which all guarantees and warranties begin.

Final completion and release of the retainage to the Contractor will occur when the Owner is provided a clear lien certificate and all items listed on the previous page for Contractor completion have been satisfactorily completed.

RAIL TECHNICAL SERVICES, LLC

Recommended:

[Signature]

Date:

3/27/20

TRAC-WORKS, INC.

Accepted:

[Signature]

Date:

3-23-2020

PORT OF SOUTH LOUISIANA

Approved:

[Signature]

Date:

4-24-2020



July 1, 2020

Port of South Louisiana
c/o Meyer Engineers, Ltd.
4937 Hearst St., Suite 1B
Metairie, LA 70004

RE: Port of South Louisiana New Administrative Building

Dear Ms. Eschete:

Thank you for allowing The Beta Group (TBG) to bid for the above reference project. As per your request, below please find our cost estimate for Construction Materials Testing at the subject site.

- Concrete Inspection, Compressive Strength of Cylinders, Travel, Reporting **(\$21,369.90)**
- Soils and Field Laboratory Testing, In-place Nuclear Densities Proof Roll, Travel, Reporting **(\$5,597.85)**
- Asphalt Services Plant & Roadway, Travel, Reporting **(\$1,411.20)**
- Pile Inspection and Logging **(\$4,422.45)**
- Vibration Monitoring **(\$1,811.20)**
- Steel Inspection **(\$2,094.00)**
- Proof Roll **(\$1,000.00)**

Total Cost Estimate: \$37,706.60

We are nationally accredited by the American Association for State Highway and Transportation Officials (AASHTO), and are validated by the United States Army Corps of Engineers. We currently maintain multiple offices along the Gulf Coast of Louisiana and Mississippi and employ over 40 cross-trained technicians, who are certified by various certifying bodies such as: The American Concrete Institute (ACI), Louisiana Department of Transportation (LADOTD), Mississippi Department of Transportation (MDOT), The Independent Code Council (ICC), and The National Institute for Certification in Engineering Technologies (NICET).

To authorize us to perform work for the above mentioned amount, please sign and return this letter to us at your earliest convenience.

If you have questions regarding this estimate or if I may be of further assistance, do not hesitate to call.

Sincerely,
The Beta Group

Mark A. Cheek, P.E., FACI
Vice President

CLIENT AUTHORIZATION OF TBG PROPOSAL

Signature/Print

Date



Job Name: Port of South Louisiana Administration Building

Submitted To: Meyer Engineers

Prepared By: Mark A. Cheek, PE, FACI Date: 7/1/2020

SECTION TOTALS SUMMARY

Portland Cement Concrete Section Total:	\$21,369.90
Portland Cement Section Total:	\$0.00
Aggregate/Soil Section Total:	\$5,597.85
Soil Cement Section Total:	\$0.00
Asphaltic Concrete Section Total:	\$1,411.20
Pile & Timber Section Total:	\$4,422.45
Vibration Monitoring Section Total:	\$1,811.20
Steel Inspection Section Total:	\$2,094.00
Fireproofing Section Total:	\$0.00
Coating Inspection Section Total:	\$0.00
Engineering & Misc. Section Total:	\$1,000.00

TOTAL ESTIMATED BID PRICE: \$37,706.60

The above estimate excludes job cancellations and overtime.
Overtime will be charged at 1.5 times the regular rates.

Please contact our office at (504) 227-2273 for any questions or concerns regarding this bid.

P.O Box 2203 Gretna, Louisiana 70054, (504) 227-2273 Fax (504) 227-2274
7250 Stennis Airport Road, Suite 206 Kiln, Mississippi 39556 (228) 466-2556

PORTLAND CEMENT CONCRETE

Billing Code	Test Description	QTY:	UNIT	Unit Cost	Item Total
C-1	MIX DESIGN REVIEW Review concrete mix design in accordance with ACI 301.	3	Each	\$80.00	\$240.00
C-2	COMPUTER ANALYSIS Computer Analysis of concrete properties. Plot relationship of variables, calculate standard deviations, and plot time-line charts in accordance with ACI 214.		Report	Upon Request	
C-3	CONCRETE TRIAL MIX DESIGN In accordance with ACI 211		Each W/C	\$400.00	\$0.00
C-4	CONCRETE INSPECTION Monitor concrete placement and perform field tests on freshly mixed concrete. (4 hour minimum)	5 40	Hour Trips	\$43.00	\$8,600.00
C-5	CONCRETE PREPLACEMENT INSPECTION Inspection of structure for conformance to project specifications prior to concrete placement (reinforcing steel, embedment's, moisture barrier, forms, etc.). (4 hour minimum)	3 15	Hour Trips	\$50.00	\$2,250.00
C-6	POST TENSION OR PRESTRESS INSPECTION (4 hour minimum)		Hour Trips	\$48.00	\$0.00
C-7	MORTAR OR GROUT INSPECTION Monitor mixing of mortar or grout, and mold 2 inch cubes (4 hour minimum)		Hour Trips	\$43.00	\$0.00
C-8	REBOUND NUMBER OF HARDENED CONCRETE (REBOUND HAMMER) Performed in accordance with ASTM C805. (4 hour minimum)		Hour	\$50.00	\$0.00
C-9	EVALUATION OF REBOUND HAMMER RESULTS In accordance with ACI 228.1R		Hour	\$110.00	\$0.00
C-10	CONCRETE SPECIMEN PICK-UP Performed in accordance with ASTM C31.	1.25 39	Hour Trips	\$43.00	\$2,096.25
C-11	COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS Tested in accordance with ASTM C39.	195	Each	\$16.00	\$3,120.00
C-12	COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS Tested in accordance with ASTM C39. Specimens molded by the client and delivered to our lab for curing and testing. (4 cylinder minimum).		Each	\$20.00	\$0.00
C-13	COMPRESSIVE STRENGTH OF MORTAR OR GROUT (2 inch cube specimen) Performed in accordance with ASTM C109.		Each	\$10.00	\$0.00

PORTLAND CEMENT CONCRETE

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
C-14	FLEXURAL STRENGTH OF CONCRETE BEAM SPECIMENS (Using Simple Beam with Third Point Loading) Tested in accordance with ASTM C78.		Each	\$40.00	\$0.00
C-15	OBTAINING DRILLED CORES OF CONCRETE Performed in accordance with ASTM C42. Drill cores to a maximum depth of 8 in. (Minimum 4 cores per trip) Additional charge for drilling in excess of 8 inches.		Each	\$105.00	\$0.00
			Inch	\$8.00	
C-16	CONCRETE CORE TRIMMING End preparation in accordance with ASTM C42.		Each	\$15.00	\$0.00
C-17	COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE CORE SPECIMENS Measured in accordance with ASTM C42. Capped in accordance with ASTM C617. Tested in accordance with ASTM C39.		Each	\$20.00	\$0.00
C-18	MEASURING THICKNESS OF CONCRETE ELEMENTS USING DRILLED CONCRETE CORES Performed in accordance with ASTM C174.		Each	\$25.00	\$0.00
C-19	CONCRETE CUTTING Concrete cutting or drilling without intent of testing.		Each	Upon Request	
C-20	DETERMINATION OF F _F FLOOR FLATNESS AND F _L FLOOR LEVELNESS NUMBERS (4 hour minimum) - if required Performed in accordance with ASTM E 1155		Hour	\$100.00	\$0.00
	Equipment		Day	\$100.00	
	Report		Each	\$100.00	
C-21	STANDARD TEST METHOD FOR MEASURING MOISTURE VAPOR EMISSION RATE USING ANHYDROUS CALCIUM CHLORIDE Performed in accordance with ASTM F 1869		Test	\$100.00	\$0.00
C-22	STANDARD PRACTICE FOR ESTIMATING CONCRETE STRENGTH by the MATURITY METHOD Performed in accordance with ASTM C 1074 Curve Loggers Installation (4 hour minimum) Take readings and determine compressive strength		Each	\$600.00	\$0.00
			Each	\$75.00	
			Hour	\$50.00	
			Hour	\$50.00	
C-23	DETERMINING DENSITY OF STRUCTURAL LIGHTWEIGHT OF CONCRETE Performed in accordance with ASTM C 567		Test	\$85.00	\$0.00
C-24	CONCRETE MIXER UNIFORMITY TEST Performed in accordance with ASTM C 94 ANNEX A1		Each	\$250.00	\$0.00
C-22D	DETERMINING RELATIVE HUMIDITY IN CONCRETE FLOOR SLABS USING IN-SITU PROBES - if required Performed in accordance with ASTM F2170				
	Probe Installation		Each	\$125.00	\$0.00
	Readings		Hour	\$50.00	



C-26	STRESS WAVE ANALYSIS OF CONCRETE MEMBERS		Each	Upon Request	\$0.00
C-27	GROUND PENETRATING RADAR SURVEYING Mobilization		Day Mile	\$ 1,750.00 \$ 1.50	
T-1	TRIP FEE		Hour	\$43.00	
		74	Miles	\$0.575	
		98	Trips		\$4,169.90
ES-2	REPORTING FEE	55	Reports	\$16.25	\$893.75

Portland Cement Concrete Section Total: \$21,369.90

PORTLAND CEMENT LABORATORY TEST

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
PC-1	COMPRESSIVE STRENGTH OF HYDRAULIC CEMENT MORTARS (Using 2 inch cube specimens) Tested in accordance with ASTM C109. (3 ages). Tested in accordance with ASTM C109. (4 ages).		Set	\$375.00	\$0.00
			Set	\$400.00	
PC-2	DENSITY OF HYDRAULIC CEMENT Tested in accordance with ASTM C188.			Upon Request	
PC-3	TIME OF SETTING OF HYDRAULIC CEMENT BY VICAT NEEDLE Tested in accordance with ASTM C191 (initial only) Tested in accordance with ASTM C191 (initial and final)		Each	\$300.00	\$0.00
			Each	\$325.00	
PC-4	FINENESS OF HYDRAULIC CEMENT BY AIR PERMEABILITY APPARATUS Tested in accordance with ASTM C204.		Each	\$85.00	\$0.00
PC-5	AIR CONTENT OF HYDRAULIC CEMENT Tested in accordance with ASTM C185.		Each	\$50.00	\$0.00
PC-6	AUTOCCLAVE EXPANSION OF PORTLAND CEMENT Tested in accordance with ASTM C151.		Each	\$250.00	\$0.00
PC-7	STANDARD SPECIFICATION FOR PORTLAND CEMENT STANDARD CHEMICAL AND PHYSICAL REQUIREMENTS Tested in accordance with ASTM C150.		Each	\$1,500.00	\$0.00
PC-8	STANDARD SPECIFICATION FOR COAL FLY ASH and RAW or CALCINED NATURAL POZZOLAN for USE in CONCRETE Tested in accordance with ASTM C 618		Each	\$1,250.00	\$0.00
PC-9	LENGTH CHANGE OF HARDENED HYDRAULIC-CEMENT MORTAR AND CONCRETE Tested in accordance with ASTM C157.		Each	\$500.00	\$0.00
PC-10	PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE Tested in accordance with ASTM C856.		Each	Upon Request	\$0.00
PC-11	MICROSCOPIC DETERMINATION OF PARAMETERS OF THE AIR-VOID SYSTEM IN HARDENED CONCRETE		Each	Upon Request	\$0.00
PC-12	ELECTRICAL INDICATION OF CONCRETE'S ABILITY TO RESIST CHLORIDE ION PENETRATION Tested in accordance with ASTM C1202.		Each	\$400.00	\$0.00
		Set of 3	Each	\$1,050.00	
PC -13	X-RAY FLUORESCENCE (includes Loss on Ignition) Performed in accordance with ASTM C 114		Each	\$168.00	\$0.00

PORTLAND CEMENT LABORATORY TEST

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
PC-14	INSOLUBLE RESIDUE CONTENT Performed in accordance with ASTM C 114		Each	\$150.00	\$0.00
PC-15	FREE CALCIUM OXIDE (FREE LIME) Performed in accordance with ASTM C 114		Each	\$190.00	\$0.00
PC-16	HEAT OF HYDRATION OF HYDRAULIC CEMENT Performed in accordance with ASTM C 186 at 7 Days at 7 and 28 Days		Each Each	\$625.00 \$650.00	\$0.00
PC-17	TIME OF SETTINGS BY GILLMORE NEEDLES Performed in accordance with ASTM C 266		Each	\$250.00	\$0.00
PC-18	FALSE SET OF PORTLAND CEMENT MORTAR Performed in accordance with ASTM C 359		Each	\$200.00	\$0.00
PC-19	RESIDUE RETAINED ON NO. 325 SIEVE Performed in accordance with ASTM C 430		Each	\$75.00	\$0.00
PC-20	FALSE SET OF PORTLAND CEMENT PASTE Performed in accordance with ASTM C 451		Each	\$200.00	\$0.00
PC-21	SULFATE RESISTANCE Performed in accordance with ASTM C 452		Each	\$650.00	\$0.00
PC-22	OPTIMUM SULFATE Performed in accordance with ASTM C 563		Each	\$650.00	\$0.00
PC-23	EXPANSION OF CEMENT IN WATER Performed in accordance with ASTM C 1038		Each	\$600.00	\$0.00
PC-24	BLEEDING OF CONCRETE Performed in accordance with ASTM C 232		Each	\$250.00	\$0.00
PC-25	TIME OF SETTING OF CONCRETE MIXTURES BY PENETRATING RESISTANCE Performed in accordance with ASTM C 403		Each	\$275.00	\$0.00
PC-26	TEST METHOD FOR DETERMINING THE RESISTANCE OF FRESHLY MIXED CONCRETE TO WASHING OUT IN WATER Performed in accordance with CRD-C-61-89A		Each	\$500.00	\$0.00
T-1	TRIP FEE		Hour Miles Trips	\$43.00 \$0.575	\$0.00
ES-2	REPORTING FEE		Reports	\$16.25	\$0.00

Portland Cement Section Total: \$0.00

AGGREGATE/SOIL FIELD & LABORATORY TEST

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
S-1	DENSITY OF SOIL AND SOIL/AGGREGATE IN PLACE BY NUCLEAR METHODS Performed in accordance with ASTM D2922. Four (4) test minimum per trip. Equipment	4	Each	\$40.00	
		13	Day	\$45.00	
					\$2,665.00
S-2	DENSITY AND UNIT WEIGHT OF SOIL IN PLACE BY THE SAND CONE METHOD Performed in accordance with ASTM D1556. Two (2) test minimum per trip.		Each	\$65.00	
			Trips		
					\$0.00
S-3	DEPTH CHECK Sand fill (36 inch maximum).		Each	\$10.00	
			Trips		
					\$0.00
S-4	DEPTH CHECK Sand/Shell, crushed concrete, or stone base (8 inch maximum).		Each	\$12.00	
			Trips		
					\$0.00
S-5	SOIL SAMPLE PICK-UP Performed in accordance with ASTM D75	2	Hour	\$43.00	
		3	Trips		
					\$258.00
S-6	LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING STANDARD EFFORT Performed in accordance with ASTM D698.	2	Each	\$140.00	\$280.00
S-7	LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT Performed in accordance with ASTM D1557.	2	Each	\$165.00	\$330.00
S-8	COMPACTION CHARACTERISTICS OF SOIL USING ONE-POINT METHOD WITH STANDARD OR MODIFIED EFFORT		Each	\$60.00	\$0.00
S-9	MAXIMUM INDEX DENSITY AND UNIT WEIGHT OF SOILS USING A VIBRATORY TABLE & MINIMUM INDEX DENSITY AND UNIT WEIGHT OF SOILS AND CALCULATION OF RELATIVE DENSITY Performed in accordance with ASTM D4253 & ASTM D4254.		Each	\$300.00	\$0.00
S-10	ATTERBERG LIMITS DETERMINATION Tested in accordance with ASTM D4318.	1-Point 3-Point	Each Each	\$ 60.00 \$ 90.00	\$0.00
S-11	GRAIN SIZE ANALYSIS Sieve only performed in accordance with ASTM D422.	2	Each	\$55.00	\$110.00

AGGREGATE/SOIL FIELD & LABORATORY TEST

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
S-12	GRAIN SIZE ANALYSIS Hydrometer only performed in accordance with ASTM D422.		Each	\$80.00	\$0.00
S-13	GRAIN SIZE ANALYSIS Sieve & Hydrometer performed in accordance with ASTM D422.		Each	\$150.00	\$0.00
S-14	AMOUNT OF MATERIAL IN SOILS FINER THAN THE No. 200 SIEVE Performed in accordance with ASTM D1140.		Each	\$45.00	\$0.00
S-15	LABORATORY DETERMINATION OF WATER (MOISTURE) CONTENT OF SOIL OR ROCK BY MASS Tested in accordance with ASTM D2216.		Each	\$10.00	\$0.00
S-16	VISUAL SOIL CLASSIFICATION		Each	\$20.00	\$0.00
S-17	CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES Unified Soil Classification System (ASTM D2487).	4	Each	\$50.00	\$200.00
S-18	CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES AASHTO Soil Classification System (ASTM D3282).		Each	\$50.00	\$0.00
S-19	SAMPLE PREPARATION	0.5	Hour	\$43.00	\$86.00
		4	Trips		
S-20	AGGREGATE GRADATION Sieve analysis, fine or coarse aggregate, tested in accordance with ASTM C136.	4	Each	\$65.00	\$260.00
S-21	MATERIALS FINER THAN No. 200 SIEVE IN MINERAL AGGREGATES BY WASHING Tested in accordance with ASTM C117.		Each	\$45.00	\$0.00
S-22	SPECIFIC GRAVITY OF FINE OR COARSE AGGREGATE Fine aggregate tested in accordance with ASTM C128, and coarse aggregate tested in accordance with ASTM C127.		Each	\$25.00	\$0.00
S-23	ABSORPTION OF FINE OR COARSE AGGREGATE Fine aggregate tested in accordance with ASTM C128, and coarse aggregate tested in accordance with ASTM C127.		Each	\$55.00	\$0.00
S-24	BULK DENSITY (Unit Weight) and VOIDS IN AGGREGATE Fine or coarse aggregate tested in accordance with ASTM C29.		Each	\$35.00	\$0.00

AGGREGATE/SOIL FIELD & LABORATORY TEST

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
S-25	SOUNDNESS OF AGGREGATES BY USE OF SODIUM SULFATE OR MAGNESIUM SULFATE Tested in accordance with ASTM C88 (five cycles).		Each	\$600.00	\$0.00
S-26	ORGANIC IMPURITIES IN FINE AGGREGATES FOR CONCRETE Tested in accordance with ASTM C40.		Each	\$35.00	\$0.00
S-27	FLAT PARTICLES, ELONGATED PARTICLES, OR FLAT AND ELONGATED PARTICLES IN COARSE AGGREGATE Tested in accordance with ASTM D4791.		Each	\$225.00	\$0.00
S-28	CLAY LUMPS AND FRIABLE PARTICLES IN AGGREGATES Tested in accordance with ASTM C142.		Each	\$75.00	\$0.00
S-29	LIGHTWEIGHT PARTICLES IN AGGREGATE Tested in accordance with ASTM C123		Each	\$225.00	\$0.00
S-30	RESISTANCE TO DEGRADATION OF SMALL-SIZE COARSE AGGREGATE BY ABRASION & IMPACT IN THE LOS ANGELES MACHINE Tested in accordance with ASTM C131.		Each	\$330.00	\$0.00
S-31	MOISTURE, ASH, and ORGANIC MATTER of PEAT and OTHER ORGANIC SOILS Tested in accordance with ASTM D 2974		Test	\$75.00	\$0.00
S-32	STANDARD TEST METHOD FOR pH of SOILS Tested in accordance with ASTM D 4972		Test	\$65.00	\$0.00
S-33	POCKET PENETROMETER For estimating of soil bearing capacity		Hour	\$45.00	\$0.00
T-1	TRIP FEE		Hour	\$43.00	\$1,148.85
		74	Miles	\$0.575	
		27	Trips		
ES-2	REPORTING FEE	16	Reports	\$16.25	\$260.00

Test performed in accordance with ASTM, AASHTO or LADOT Standards as per project specifications

Aggregate/Soil Section Total: \$5,597.85

ASPHALTIC CONCRETE INSPECTION AND TESTING

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
A-1	MIX DESIGN REVIEW Review of asphaltic concrete mix design for compliance with project specifications.	1	Each	\$80.00	\$80.00
A-2	QUALITY CONTROL AT PRODUCERS PLANT (4 hour minimum)		Hour	\$75.00	
			Trips		\$0.00
A-3	ROADWAY INSPECTION Including the witnessing of coring by the Producer. (4 hour minimum)	4	Hour	\$43.00	
		3	Trips		\$516.00
A-4	OBTAINING DRILLED CORES OF ASPHALTIC CONCRETE (Minimum 4 cores per trip) Drill cores to a maximum depth of 8 inches. Additional charge for drilling in excess of 8 inches.	4	Each	\$75.00	
			Inch	\$8.00	\$300.00
A-5	ASPHALTIC CONCRETE CORE TRIMMING	4	Each	\$15.00	\$60.00
A-6	THICKNESS OF ASPHALTIC CONCRETE CORES	4	Each	\$15.00	\$60.00
A-7	BULK SPECIFIC GRAVITY AND DENSITY OF NON-ABSORPTIVE COMPACTED BITUMINOUS MIXTURES Performed in accordance with LADOTD TR 304.	4	Each	\$25.00	\$100.00
A-8	PAVEMENT DENSITY (% COMPACTION) VERIFICATION	4	Each	\$15.00	\$60.00
A-9	DENSITY OF BITUMINOUS CONCRETE IN PLACE BY NUCLEAR METHODS Performed in accordance with ASTM D2950. Four (4) test minimum per trip. Equipment Travel Time		Each	\$40.00	
			Hour	\$43.00	
			Hour	\$43.00	\$0.00
T-1	TRIP FEE		Hour	\$43.00	
		74	Miles	\$0.575	
		4	Trips		\$170.20
ES-2	REPORTING FEE	4	Reports	\$16.25	\$65.00

Asphaltic Concrete Section Total: \$1,411.20



INSPECTION OF TIMBER PRODUCTS

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
P-1	PILING INSPECTION AT PRODUCERS PLANT Treated piles tested in accordance with AWP.	22125	LF	\$0.12	\$2,655.00
P-2	PILING INSPECTION AT PRODUCERS PLANT Untreated piles tested in accordance with AWP.		Hour	\$43.00	\$0.00

PILE LOAD TEST

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
P-3	PILE LOAD TEST (Field Technician)		Hour	\$45.00	\$0.00
P-4	50 TON HYDRAULIC RAM AND EQUIPMENT Provide a 50 ton hydraulic ram, surveying equipment, and a calibration report including graph.		Each	\$300.00	\$0.00
P-5	PROVIDE HYDRAULIC RAM GREATER THAN 50 TONS (Including calibration report and graph)		Each	\$600.00	\$0.00
P-6	PILE LOAD TEST REPORT Formal report with Load vs. Settlement plot.		Each	\$400.00	\$0.00

PILE DRIVING INSPECTION

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
P-7	PILE DRIVING INSPECTION AND LOGGING (4 hour minimum)	8	Hour	\$43.00	\$1,376.00
		4	Trips		
P-8	NUMBERING OF PILE PLANS	1 1	Per Sheet	\$75.00	\$75.00
T-1	TRIP FEE		Hour	\$43.00	\$170.20
		74	Miles	\$0.575	
		4	Trips		
ES-2	REPORTING FEE	9	Reports	\$16.25	\$146.25

Pile Section Total: \$4,422.45



Vibration Monitoring

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
P-10	VIBRATION MONITORING Electronic measurement of vibrations. Equipment (4 hour minimum)	8	Hour	\$43.00	\$1,576.00
		4	Day	\$50.00	
		4	Trips		
T-1	TRIP FEE		Hour	\$43.00	\$170.20
		74	Miles	0.575	
		4	Trips		
ES-2	REPORTING FEE	4	Reports	\$16.25	\$65.00

Vibration Section Total: \$1,811.20

STEEL INSPECTION

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
W-1	WELD INSPECTION Provide a Certified Weld Inspector for visual inspection of weld equipment, materials, & workmanship. Verify torque on bolted connections & monitor fabrication and/or field erection. (4 hour minimum)	4	Hour	\$90.00	\$1,800.00
		5	Trips		
W-2	*ULTRASONIC TESTING (ONE MAN) (4 hour minimum)		Hour	\$95.00	\$0.00
			Trips		
W-3	*LIQUID PENETRANT (ONE MAN) (4 hour minimum)		Hour	\$95.00	\$0.00
			Trips		
W-4	*MAGNETIC PARTICLE (ONE MAN) (4 hour minimum)		Hour	\$95.00	\$0.00
			Trips		
W-5	RADIOGRAPHIC INSPECTION		Hour	Upon Request	\$0.00
W-6	REVIEW OF SUBMITTED WELDING PROCEDURE SPECIFICATION (WPS)		Each	\$115.00	\$0.00
W-7	REVIEW OF SUBMITTED PROCEDURE QUALIFICATION TEST (PQR)		Each	\$75.00	\$0.00
W-8	REVIEW OF SUBMITTED CERTIFIED MILL TEST REPORTS		Each	Upon Request	\$0.00
W-9	REVIEW OF WELDER CERTIFICATION AND/OR CONTINUITY LOGS		Each	\$75.00	\$0.00
T-1	TRIP FEE		Hour	\$90.00	\$212.75
		74	Miles	\$0.575	
		5	Trips		
ES-2	REPORTING FEE	5	Reports	\$16.25	\$81.25

* Materials to perform tests will be charged at cost plus 15%.

Steel Inspection Section Total: \$2,094.00

FIREPROOFING INSPECTION

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
F-1	INSPECTION OF SPRAYED FIRE-RESISTIVE MATERIAL APPLIED TO STRUCTURAL MEMBERS Performed in accordance with ASTM E605. (4 hour minimum)		Hour	\$45.00	\$0.00
			Trips		
F-2	DENSITY OF SPRAYED FIRE-RESISTIVE MATERIAL Performed in accordance with ASTM E605.		Test	\$65.00	\$0.00
F-3	DENSITY OF SPRAYED FIRE-RESISTIVE MATERIAL Sample submitted to our lab.		Test	\$100.00	\$0.00
T-1	TRIP FEE		Hour	\$43.00	\$0.00
			Miles	\$0.575	
			Trips		
ES-2	REPORTING FEE		Reports	\$16.25	\$0.00

Fireproofing Section Total: \$0.00

COATING INSPECTION

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
CI-1	INSPECTION OF COATING OPERATIONS Monitor surface preparation, ambient conditions, and perform Dry or Wet-Film Thickness. (4 hour minimum)		Hour	\$50.00	\$0.00
			Trips		
CI-2	NACE LEVEL III INSPECTOR Monitor surface preparation, ambient conditions, and perform Dry or Wet-Film Thickness. (4 hour minimum)		Hour	\$90.00	\$0.00
			Trips		
T-1	TRIP FEE		Hour	\$43.00	\$0.00
			Miles	0.575	
			Trips		
ES-2	REPORTING FEE		Reports	\$16.25	\$0.00

Coating Inspection Section Total: \$0.00

ENGINEERING SERVICES/MISCELLANEOUS FEES

Billing Code	Description	QTY:	UNIT	Unit Cost	Item Total
ES-1	SUPERVISOR		Hour	\$55.00	\$0.00
ES-2	PROJECT MANAGER/ FIELD ENGINEER Project Meeting Time - if required		Hour	\$65.00	\$0.00
ES-3	PROFESSIONAL ENGINEER		Hour	\$125.00	\$0.00
ES-4	FORENSIC ENGINEER		Hour	\$165.00	\$0.00
MF-1	MILEAGE		Mile	\$0.575	\$0.00
MF-2	PER DIEM Cost + 15%		Each		\$0.00
MF-3	JOB CANCELLATION Actual time, plus mileage for any jobs cancelled after TBG technician has departed our office for the field. Minimum charge will be two (2) hours.		Hour	\$43.00	\$0.00
MF-4	Misc. - Proof Rolling Inspection	4 5	Hour Trips	\$50.00	\$1,000.00

Engineering & Misc. Section Total: \$1,000.00



GENERAL TERMS AND CONDITIONS

Hourly rates are based on testing and inspection services between 7:00 a.m. and 5:00 p.m. Monday through Friday. Time worked prior to 7:00 a.m., and after 5:00 p.m., and in excess of 8 hours, Monday through Friday, and all hours on Saturdays, and Sundays will be charged at 1.5 times the regular rates. All inspections performed on holidays will be billed at 2.5 times the regular rates.

A mileage charge (MF-1) shall be applicable to all jobs as per Schedule of Rates. Parking fees, tolls, etc., necessary to facilitate access to the project's site for inspection or testing will be invoiced at cost.

The minimum call-out time for all inspections shall be four (4) hours. All job cancellations (MF-3) shall be charged a minimum charge of (2) hours.

All lab test are quoted F.O.B. our lab. Job site samples picked up for testing by our personnel will be charged at the Concrete Specimen Pick-Up (C-10), or the Soil Sample Pick-Up (S-5) hourly rate and standard mileage rate (MF-1).

A minimum charge of 0.25 hours, per report, shall be applicable at the Project Manager (ES-2) hourly rate for the engineering service of report review, test evaluation, contract administration, and supervision of laboratory and field personnel.

We assume no responsibility for storage and/or safekeeping of materials or samples unless specifically requested and agreed upon in writing.

Rates quoted herein are subject to change upon written notice and are exclusive of Federal, State, or local taxes which may be imposed on services performed. Changes in rates are particularly applicable where the duration of construction exceeds one year. Fees are based on furnishing the client up to five (5) copies of inspection and/or material test results including distribution to designated parties, e.g. Architect, Engineer, Owner's Representative, and the General Contractor. Additional copies required by material suppliers, sub-contractors, etc. will be furnished upon receipt of written request and at a cost per copy commensurate with the expense incurred to provide such copies. Copies of reports will not be issued to anyone without prior approval of our client or his/her representative.

Detrimental conditions arising in the course of a construction project may interfere with our standards of performance and integrity; we reserve the right to advise our client of these conditions and vacate a location at any time.

Testing and Inspection services not listed above, may be quoted upon request.

Facility Planning & Control

CHANGE ORDER

PROJECT NAME:	Modifications to Building 71 and Globalplex Conveyor Systems	CHANGE ORDER No.	3
PROJECT NUMBER:	36-P21-10-03	WBS No.	
CONTRACTOR:	Cycle Construction Company, LLC	CONTRACT DATE:	07/08/20
SITE CODE:		CFMS / SRM No(s).	
	STATE ID:	NOTICE TO PROCEED DATE:	

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

This project primarily involves the removal and replacement of the existing building exterior façade system in order to improve weather-tightness including metal panels and a percentage of the secondary roof and wall framing members. During the construction phase of the project, additional items of work were identified due to existing conditions. This change order includes cost and time necessary for the Contractor to complete these additional items including underground conflicts, drainage improvements, structural building frame repair to trusses, overhead door motor revision and repair to the steel plate walls of the building. Additional contract time includes days for inclement weather, restrictions in work due to the high river conditions and the Permit requirements and COVID-19 restrictions and reduction in work on site.

The Original Contract Sum	\$2,681,690.00
Total Changes by Previous Change Order(s)	\$896,619.58
Current Contract Sum	\$3,578,309.58
Contract Sum will be increased by this Change Order	\$53,230.03
New Contract Sum	\$3,631,539.61

The Original Contract Completion Date and Contract Time.	Date:	240 DAYS
Total Time extended by Previous Change Order(s)		115 DAYS
Contract Time will be increased by this Change Order		141 DAYS
New Contract Completion Date & Revised Contract Time	Date:	496 DAYS

Added Building Area _____ (Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED Designer's Name: AECOM Address: 1515 Poydras St., Ste. 2700, New Orleans, LA 70112 Email Address: brent.jones@aecom.com By: Brent Jones Date: 7/8/2020	ACCEPTED Contractor's Name: Cycle Construction Company, LLC Address: 6 East Third St. Kenner, LA 70062 Email Address: mroth@cycleconstruction.com By: Mitchell Roth Date: 7/8/2020	APPROVED Project Manager: Facility Planning & Control By: Date:
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FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*		Miscellaneous (Type "M")	
Error (Type "E")*		Owner Requested (Type "R")	

*See Section 5.4.3 of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2006 Edition

Senior Manager/Assistant Director approval: _____

COMMENTS:

STATE OF LOUISIANA DEPT. OF TRANSPORTATION & DEVELOPMENT REVISED FEB '03 FOR USE ON DOTD LOUISIANA PORT CONSTRUCTION & DEVELOPMENT PRIORITY PROGRAM PROJECTS PLAN CHANGE AND/OR SPECIAL AGREEMENT		NO. <u>Change Order # 3</u>
		DATE: <u>July 8, 2020</u>
S. P. NO. 36-P21-10-03	PARISH ST. JOHN THE BAPTIST	
PROJECT NAME Port of South Louisiana Modifications to Building 71 and Globalplex Conveyor Systems	JOB NO. 36-P21-10-03 AECOM Project No. 10001889	
Contractor – Cycle Construction Company, LLC		

ENGINEERS DESCRIPTION, EXPLANATION AND ESTIMATED COST OF PROPOSED REVISION

1. Add new bid item **RFC-008**, *Underground Conflicts and Drainage Improvements* to address modifications to the proposed drainage and access road improvements on site. During excavation for the new access road resurfacing and drainage structures, a previously unidentified underground electrical ductbank was discovered. To safely excavation around the electrical cables, ground penetrating radar survey and exploratory digging was performed by the contractor. Following location identification, a new concrete encasement was placed over the electrical cables to meet code requirements. Also, to address changes to the drainage improvements, the extent of the access road resurfacing was modified, and a new drainage swale was added along the East side of the site to direct water away from the building and towards the new drainage culverts.
2. Add new bid item **RFC-009SA**, *Truss 1 Additional Repairs* to complete additional repairs to structural frame truss #1 at the Northwest side of the building. During demolition and removal of existing roof panels and secondary framing members, it was found that the top chord of the truss was deflected and would need to be reinforced to restore its original design capacity intent. Additional structural steel was field welded along the length of the truss top chord to supplement capacity.
3. Add new bid item **RFC-011**, *36" CMP Floating Repairs* to address the 36" diameter corrugated metal drainage pipe on site that floated above its subsurface position during heavy rain events. It was found in the field that existing conditions in the drainage network downstream of the site were preventing water from flowing freely. The back-up of storm water filled the ditches and drainpipes at the project site which caused ground water to become trapped around the 36" diameter pipe resulting in buoyant uplift. In order to remedy this issue, the Contractor will remove a portion of the 36" diameter pipe and regrade the open ditch to better accommodate the current drainage conditions at the site.
4. Add new bid item **RFC-012** *Overhead Door Motor Substitution* to modify the new overhead doors to remove electric motors and starters. Due to dusty conditions likely expected in the building and to minimize electrical connections, it was agreed to remove the electric motors and provide doors with manual pull-chains for operations. This revision resulted in a credit to the project.
5. Add new bid item **RFC-013** *Northeast and Southeast Existing Steel Wall Panel Repairs, West Side Existing Steel Wall Panel Repairs* to repair existing penetrations at the existing steel plate walls along the West side and at the Northeast and Southeast corners of the building. The Northeast and Southeast corners will receive new framing members and metal panel covering to match the new panels that were added to the balance of the building in this project. Along the West side, existing holes in the wall will be patched with steel plate covers to improve weather-tightness. The Contractor has requested that **15-calendar days** be added to the Contract Time in order to schedule their work associated with RFC-013.
6. Due to conditions in the Mississippi River in which the surface elevation was above +11.0' at the Carrollton Gage, subsurface work on site was restricted in accordance with the US Army Corps of Engineer, CPRA and Pontchartrain Levee District Permit. In the original permit completion of civil

site work and electrical grounding was contingent on the river below +11.0' in order to perform subsurface work. AECOM submitted a waiver request to the permitting agencies for work to proceed once river surface elevation dropped below +15.0'. This waiver was received on May 13, 2020 at which time subsurface work was permitted to resume. However, due to the river conditions and permit restrictions, the Contractor was delayed and unable to perform this work for a total of 126 days until the waiver was received allowing for work at +15.0' elevation. The Contractor has requested that **126-calendar days** be added to the Contract Time for the project due to these noted permit delays.

7. Due to the COVID-19 pandemic, work on site was delayed due to precautionary measures and travel restrictions. In order to accommodate the pandemic restrictions and resume work safely on site, the Contractor was unable to perform work for a total of 30 days. The delay due to COVID-19 however occurred concurrent to the MS River permit delays and therefore no additional calendar day extension is requested by the Contractor. Additionally, no general condition costs for this delay were required.

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED		ORIGINAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
RFC-008	Underground Conflicts and Drainage Improvements	LS	\$58,863.72	1	\$58,863.72	0	0
S-002	Site Grading	SY	\$3.00	3,500	\$10,500.00	5,000	\$15,000.00
S-005	Crushed Stone Surfacing	CY	\$90.00	158.8	\$14,292.00	400	\$36,000.00
S-006	Geotextiles	SY	\$4.00	1,200	\$4,800.00	2500	\$10,000.00
S-008	Excavation	CY	\$28.00	124.7	\$3,491.60	400	\$11,200.00
RFC-009A	Truss 1 Additional Repairs	LS	\$10,834.07	1	\$10,834.07	0	0
RFC-011	36” CMP Floating Repairs	LS	\$11,962.73	1	\$11,962.73	0	0
RFC-012	Overhead Door Motor Substitution	LS	– \$4,600	1	– \$4,600	0	0
RFC-013	Northeast and Southeast Existing Steel Wall Panel Repairs, West Side Existing Steel Wall Panel Repairs	LS	\$15,285.91	1	\$15,285.91	0	0
ADDITIONAL CONTRACT DAYS REQUESTED 141		AMOUNT OF (OVER RUN) / (UNDER RUN) \$53,230.03		TOTAL	\$125,430.03	TOTAL	\$72,200.00
REVISED CONTRACT COMPLETION DATE: 496 Calendar Days ORIGINAL COMPLETION DATE: 240 Calendar Days				REVISED CONTRACT AMOUNT: = \$3,631,539.61			

IT IS MUTUALLY AGREED TO PERFORM AND ACCEPT THE ABOVE REVISIONS IN ACCORDANCE WITH ORIGINAL CONTRACT AND APPLICABLE SPECIFICATIONS AT THE ABOVE PRICES.

RECOMMENDED:

Engineer
AECOM

CONTRACTOR:

CYCLE CONSTRUCTION
COMPANY, LLC

CONTRACTING AGENCY:

Owner
PORT OF SOUTH LOUISIANA

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

CONTRACT CHANGE ORDER

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Project: Runway 17-35 Rehabilitation , Port of South Louisiana Executive Regional Airport
(PEC NO. 11378, AIP # 3-22-0064-018-2019 SPN H.013962)

Owner: Port of South Louisiana
171 Belle Terre Blvd. LaPlace, LA 70068

Contractor: Barriere Construction Co., LLC
1 Galeria Blvd. , Suite 1650 Metairie, LA 70001

Engineer: Professional Engineering Consultants Corporation
7600 Innovation Part Drive Baton Rouge, LA 70820

Change Order No: TWO (2) FINAL

This document will become a supplement to the Contract and all provisions will apply thereto.

Item No.	Description	Unit	Unit Price	PREVIOUS		FINAL	
				Quantity	Amount	Quantity	Amount
C-100	CONTRACTOR QUALITY CONTROL PROGRAM	LS	\$ 8,192.00	1	\$ 8,192.00	1	\$ 8,192.00
C-105	MOBILIZATION	LS	\$ 36,000.00	1	\$ 36,000.00	1	\$ 36,000.00
P-101-5.2	JOINT AND CRACK REPAIR	LF	\$ 1.75	30,787	\$ 53,877.25	30,787	\$ 53,877.25
P-101-5.6	COLD MILLING (THICKNESS VARIES)	SY	\$ 1.00	45,825	\$ 45,825.00	45345.12	\$ 45,345.12
P-401-8.1	ASPHALT SURFACE COURSE	TON	\$ 100.00	6,564.92	\$ 656,492.00	6,564.92	\$ 656,492.00
P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	\$ 1.00	6,152.00	\$ 6,152.00	6,152.00	\$ 6,152.00
P-620-5.2B	MARKING	SF	\$ 1.10	30,500.00	\$ 33,550.00	35,900.00	\$ 39,490.00
P-620-5.3C	REFLECTIVE MEDIA	LB	\$ 1.50	1,860.00	\$ 2,790.00	2,185.00	\$ 3,277.50
P-620-5.4D	TEMPORARY RUNWAY AND TAXIWAY MARKING	SF	\$ 1.15	30,500.00	\$ 35,075.00	30,500.00	\$ 35,075.00
T-901-5.1	SEEDING	1000 SF	\$ 40.00	103.00	\$ 4,120.00	0.00	\$ -
T-905-5.2	TOPSOIL	CY	\$ 35.00	200.00	\$ 7,000.00	200.00	\$ 7,000.00
L-125-5.1A	ADJUST RUNWAY INSET LIGHT	EA	\$ 700.00	3.00	\$ 2,100.00	3.00	\$ 2,100.00
L-125-5.1B	MODIFY AIRPORT LIGHT BASE	EA	\$ 1,925.00	105.00	\$ 202,125.00	105.00	\$ 202,125.00
S-1001	HAUL ROUTE MATTING	LS	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00
X1-001	AGGREGATE SURFACE COURSE (HAUL ROAD)	CY	\$ 217.72	70	\$ 15,240.40	70	\$ 15,240.40
X2-001	SAW CUT ASPHALT FULL DEPTH (5" TO 7")	LF	\$ 0.75	150	\$ 112.50	150	\$ 112.50
X2-002	REMOVAL OF ASPHALT WEARING COURSE (2" THK)	SY	\$ 8.00	375	\$ 3,000.00	375	\$ 3,000.00
X2-003	REMOVAL OF ASPHALT BASE COURSE (3" THK)	SY	\$ 12.00	341	\$ 4,092.00	341	\$ 4,092.00
X2-004	REMOVAL OF LIMESTONE BASE (10" THK)	SY	\$ 16.00	300	\$ 4,800.00	300	\$ 4,800.00
X2-005	SUBGRADE EXCAVATION	CY	\$ 50.00	200	\$ 10,000.00	200	\$ 10,000.00
X2-006	SAND SUB-BASE (IMPORTED) (NET SECTION)	CY	\$ 65.00	167	\$ 10,855.00	167	\$ 10,855.00
X2-007	CRUSHED AGGREGATE BASE COURSE (14" THICK IN-PLACE)	SY	\$ 65.00	300	\$ 19,500.00	300	\$ 19,500.00

CONTRACT CHANGE ORDER

Project: Runway 17-35 Rehabilitation , Port of South Louisiana Executive Regional Airport
 (PEC NO. 11378, AIP # 3-22-0064-018-2019 SPN H.013962)
Owner: Port of South Louisiana
 171 Belle Terre Blvd. LaPlace, LA 70068
Contractor: Barriere Construction Co., LLC
 1 Galeria Blvd. , Suite 1650 Metairie, LA 70001
Engineer: Professional Engineering Consultants Corporation
 7600 Innovation Part Drive Baton Rouge, LA 70820
Change Order No: TWO (2) FINAL

This document will become a supplement to the Contract and all provisions will apply thereto.

X2-008	ASPHALT BASE COURSE (P-401) (4" THK)	TON	\$ 200.00	80	\$ 16,000.00	80	\$ 16,000.00
X2-009	ASPHALT WEARING COURSE (P-401) (2" THK)	TON	\$ 350.00	45	\$ 15,750.00	45	\$ 15,750.00
X2-011	GEOTEXTILE SEPARATION FABRIC (CLASS D)	SY	\$ 1.50	300	\$ 450.00	300	\$ 450.00
X2-012	SINGLE LAYER BI-AXLE GEOGRID	SY	\$ 2.25	300	\$ 675.00	300	\$ 675.00
X2-013	MOBILIZATION	LS	\$ 8,000.00	1	\$ 8,000.00	1	\$ 8,000.00
TOTAL:					\$ 1,213,773.15	\$	1,215,600.77
NET CHANGE IN CONTRACT PRICE:					\$1,827.62		

JUSTIFICATION: FINAL QUANTITY ADJUSTMENTS

CONTRACT FEE ADJUSTMENT

Original Contract Amount:	\$ 1,070,777.00
Previous Change Order Adjustments:	\$ 142,996.15
Current Change Order Adjustment:	\$ 1,827.62
Total Contract, including this and previous Change Orders, will be:	
	\$ 1,215,600.77

CONTRACT TIME ADJUSTMENT (Calendar Days): 50

<i>Original Contract Time:</i>	75
<i>Previous Change Order Adjustments to Contract Time:</i>	30
<i>Current Change Order Adjustments to Contract Time:</i>	50
<i>Total Contract, including this and previous Change Orders, will be:</i>	155
<i>Notice to Proceed Date:</i>	12/30/2019
<i>Contract Start Date</i>	1/12/2020
<i>Current Contract Completion Date:</i>	6/15/2020

Recommended:

Professional Engineering Consultants Corporation

Date

Accepted:

Barriere Construction Co., LLC

Date

Approved:

Port of South Louisiana

Date

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CERTIFICATE OF FINAL ACCEPTANCE

PROJECT: Runway 17-35 Rehabilitation
Port of South Louisiana Executive Regional Airport
AIP # 3-22-0064-018-2019
SPN H.013962

PEC PROJECT NO. 11378.10

OWNER: Port of South Louisiana
171 Belle Terre Blvd.
LaPlace, LA 70068

CONTRACTOR: Barriere Construction Co., LLC
1 Galeria Blvd., Suite 1650
Metairie, LA 7000

ENGINEER: Professional Engineering Consultants Corporation
7600 Innovation Park Drive
Baton Rouge, Louisiana 70820

DATE OF FINAL ACCEPTANCE: June 15, 2020

The Work performed under this Contract has been reviewed by authorized representatives of the Owner, Contractor, and Engineer and the Project is hereby declared to be complete in accordance with the Contract Documents on the above date.

The date of Final Acceptance is the date upon which all guarantees and warranties begin.

Release of retainage to the Contractor will occur when the Owner is provided a clear lien certificate and the items listed on the Punch List for Contractor completion has been satisfactorily completed. (All items have been completed.)

PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION

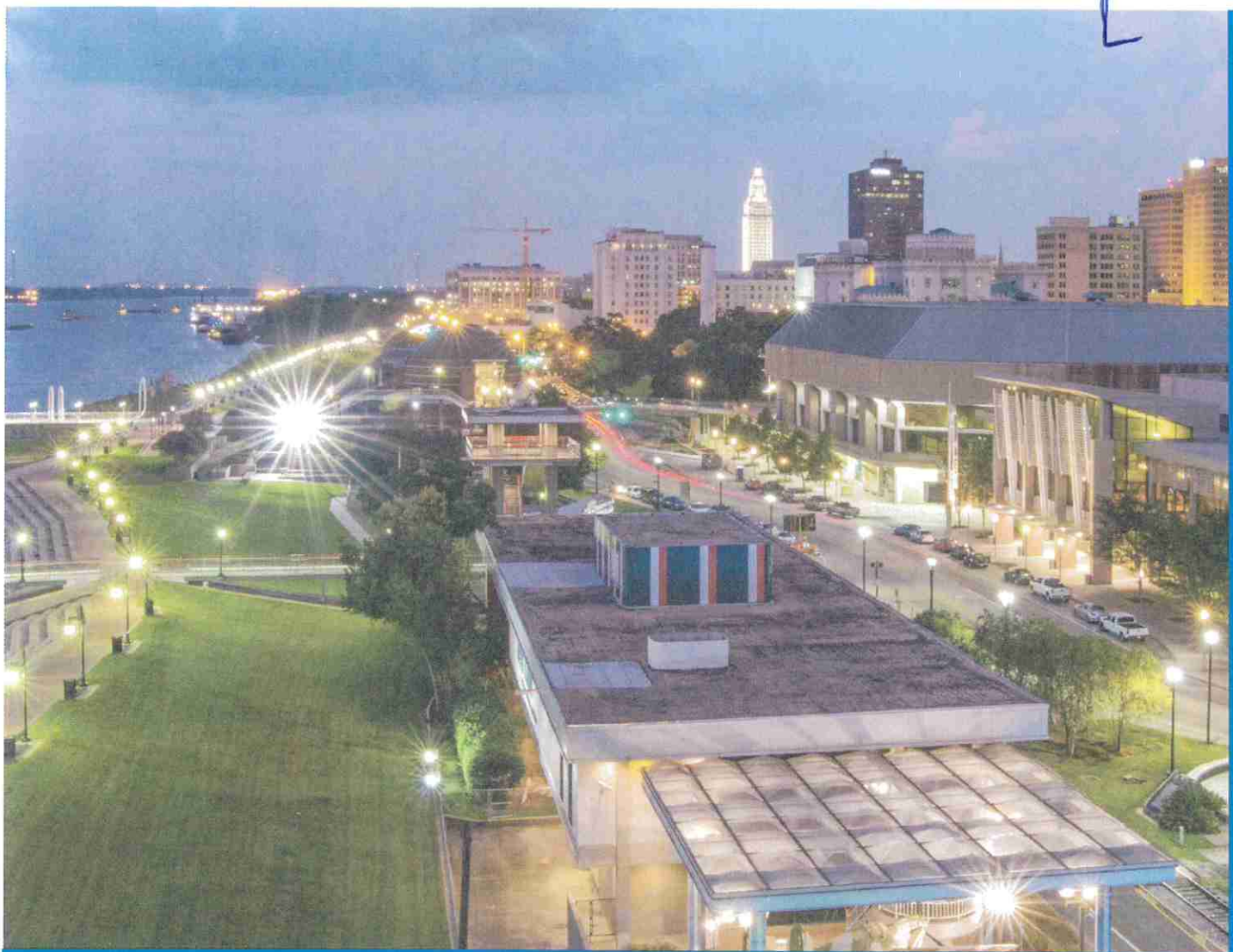
Recommended: _____ Date: _____
Gerald W. Babin, Jr., P.E.

BARRIERE CONSTRUCTION CO., LLC

Accepted: _____ Date: _____

PORT OF SOUTH LOUISIANA

Approved: _____ Date: _____
Paul Aucoin, Executive Director



Proposed AECOM Standard Terms and Conditions

Port of South Louisiana

AECOM

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this ___ July, 2020, is by and between the Port of South Louisiana, a _____, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

Attn: _____ [Project Manager]

TO AECOM:

Attn: _____ [Project Manager]

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to

AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the

performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

12.1.1 Workers Compensation insurance as required by Law;

12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;

- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

17. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

Executed Change Orders
Consulting Services Agreement Article 26
Exhibit D
Consulting Services Agreement Articles 1 through 25 and 27
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

26. SPECIAL TERMS AND CONDITIONS

This is an acknowledgement that Client intends to seek reimbursement for all or a portion of this Agreement's costs from FEMA and potentially other federal agencies federal financial assistance programs. AECOM will endeavor to comply with applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives, as directed by the Client. However, AECOM's compensation for work in accordance with the scope of work detailed in this Agreement will not be limited or reduced by FEMA's or any federal agency's denial or reduction of federal funding. Client is responsible for all costs in accordance with the terms of this Agreement and Client's responsibility for such costs is not limited by FEMA or any federal agency's denial, failure or delay to reimburse Client, nor any deobligation thereafter.

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: _____

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

(End of page)

EXHIBIT A

SERVICES

Services: *Insert a clear description of the Services or attach the Scope of Services to this **EXHIBIT A**. If you are attaching a Scope of Services, be sure to reference the attachment in this Section and to exclude any marketing materials from your proposal that are not a part of the actual Scope of Services.*

Schedule: *Identify the critical dates/milestones associated with the Services.*

Deliverables: *Clearly define and list the work products to be provided as a part of the Services.*

AECOM Project Manager

Name	
Title	
Address	
Phone Number	
Email Address	

Client Project Manager

Name	
Title	
Address	
Phone Number	
Email Address	

(End of page)

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis: *Check the below box if an advance retainer is being provided. An advance retainer of 15-20% is typically recommended for new Clients. Please check with your Project Director for guidance.*

☐ Advance retainer of [\$ *Numerical Amount*] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Choose one of the following types of compensation by marking the applicable "[]":

☐ Time & Material - See Section 2.1 for Hourly Labor Rates

☐ Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ *Numerical Amount*). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

☐ Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
<input type="checkbox"/>	\$ <i>Numerical Amount</i>

☐ Cost Plus Fixed Fee: [Cost \$ *Numerical Amount* and Fee \$ *Numerical Amount*]

☐ Other: *Insert other type of compensation if that type is not listed above. Any additional types of compensation require Contract Reviewer/Analyst's approval.*

--

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule: *Insert "INTENTIONALLY OMITTED" if not used.*

2.1 HOURLY LABOR RATE SCHEDULE

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

2.2 OTHER HOURLY LABOR RATE CATEGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America

Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ____ 20__ between AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20____ modifies that Agreement as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

☐ No change to Compensation

☐ Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

☐ Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

☐ Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

☐ **Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$.

5. Project Impact:

--

6. Other Changes (including terms and conditions):

--

7. All other terms and conditions of the Agreement remain unchanged.
8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

[End of Agreement]

EXHIBIT D

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

FEMA Policy requires compliance with Contract Provisions for Non-Federal Entity Contracts Under Federal Awards pursuant to 2 CFR 200 and Appendix II and as referenced within FEMA's *Public Assistance Program and Policy Guide (FP 104-009-2/April 2018)* under Section 2, contracts which states,

FEMA reimburses costs incurred using three types of contract payment obligations: fixed-price, cost-reimbursement, and, to a limited extent, time and materials (T&M). The specific contract types related to each of these are described in FEMA's *Procurement Guidance for Recipients and Subrecipients Under *2 C.F.R. Part 200 (Uniform Rules)*. The Applicant must include required provisions in all contracts awarded and maintain oversight to ensure contractors perform according to the conditions and specifications of the contract and any purchase orders."

* 2 CFR § 200.326

§ 200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) [Davis-Bacon Act](#)

FEMA Public Assistance Program Policy Guide (PAPPG) Subpart V.G.2 Contracts states, "The Davis Bacon Act, which requires "prevailing wage" payment to contracted workers based on the local union wage scale defined by the U.S. Department of Labor, *does not apply to State, Territorial, Tribal, local government, or PNP contracts for PA-funded projects. However, if the Applicant incorporates prevailing wage rates as part of its normal practice for all contracts regardless of the funding source, then those rates are eligible.*"

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.322](#) Procurement of recovered materials. [[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014]

L

TASK ORDER No. 111A

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

Lafarge | Holcim Dock Design Review**Client Authorized****Representative:**Paul Aucoin**Address:**171 Belle Terre Boulevard, Laplace, LA 70068**Telephone No.:**(985) 652-9278**AECOM Authorized**Michael Patorno**Representative:**1515 Poydras St., Suite 2700**Address:**New Orleans, LA 70112(504) 586-8111**Telephone No:**

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

SCHEDULE. The Schedule shall be described in Attachment **A** to this Task Order.

PAYMENT. AECOM charges shall be on a "Time and Materials" basis with an estimated fee not to exceed \$49,300 in accordance with the scope of work and Attachment **A** to this Task Order.

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

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

Port of South Louisiana**AECOM Technical Services, Inc.**_____
Signature_____
SignaturePaul Aucoin, Executive DirectorMichael Patorno, Vice President, Water Business
Line

Typed Name / Title

Typed Name / Title

Date of Signature_____
Date of Signature

ATTACHMENT "A"
Task Order No. 111A

Port of South Louisiana

Lafarge|Holcim Dock Design Review

Scope of Services

Background

AECOM Technical Services, Inc. (AECOM) understands that in May 2019 a vessel impacted the up-river portion of the existing Lafarge|Holcim dock at the Port of South Louisiana (Port), Globalplex Facility in Reserve, LA. The vessel impact caused damage to the up-river dolphin structures as well as the up-river end of the main dock fender system and ancillary components. A request for proposals (RFP) to provide engineering design of repairs to the terminal associated with the vessel impact was distributed by the Port and their consultant Qubed, LLC on behalf of insurance underwriters funding these repairs. Since that time, Lanier and Associates Consulting Engineers (Lanier) has been engaged to design repairs to the terminal caused by the vessel impact damages.

Scope of Work

To help facilitate the design process for repairs to the terminal, AECOM will provide review and support services on behalf of the Port. Specifically, AECOM will perform the following tasks:

- Engineer participation in teleconference call discussions with Lanier, Port and stakeholders on a periodic, as-needed basis regarding technical aspects of the repair project.
- Senior Principal participation in teleconference or in person meetings with the Port and their legal representatives on a periodic as-needed basis (up to 40-hours) regarding contractual aspects of the repair project.
- Review the project basis of design including reference codes, loading criteria and environmental conditions.
- During the design phase, review repair drawing submittals for the following milestones and provide comments marked on drawings or in a comment log where applicable.
 - Permit submittal
 - 60%-level plans and specifications
 - 100% (ready for bid) plans and specifications
 - 100% issue for construction plans and specifications
 - As-built drawing review
- During the construction phase, the following tasks will be provided:
 - Review of Contractor bids and bid tabulation prepared by Lanier
 - Review field changes and Contractor requests for information (RFI's)
 - Review construction submittals for general conformance with design concept and construction documents
 - Review change order requests for general scope and cost basis.

Deliverables

AECOM proposes to provide engineering design support on behalf of the Port as needed during the design and construction phase of the project. Specifically, the following items will be provided:

- Review comments marked on drawings and specifications as well as comment response log where applicable in response to milestone submittals as outlined above.
- All comments and recommendations will be transmitted from AECOM to the Port for distribution to the appropriate parties.

Exclusions, Limitations and Assumptions

AECOM proposes to provide the scope of services with the below understanding of exclusions, limitations and assumptions.

- AECOM proposes to provide general engineering support to the Port on a time and materials basis. Our fee estimate is based on an assumed scope of work as described in this Attachment "A". Additional tasks can be provided if necessary, through a modification to this Task Order.
- AECOM will review milestone design submittals prepared by Lanier and submitted to the Port as outlined above. The review will include a general overview of proposed repairs, approach, design criteria and detailing related to major structural systems and components. One round of review and comment back-check per milestone submittal is included.
- AECOM will not review design calculations, analysis models or other computations used in preparation of the design of repairs; rather, will provide general comments regarding design approach and constructability concerns.
- AECOM assumes no responsibility for the final design of the repairs as this lies with the engineering design firm of record (Lanier).
- Review of construction contractor partial payment requests is not included.
- Legal, litigation or expert witness testimony support is not included in this scope of work.
- Review of legal documents, affidavits, lease agreements, disputes, contractual terms and conditions between the stakeholders and their representatives is not included except as noted in this scope of work to be provided through meetings and tele-conference calls with the Port and their legal representatives.
- In the event COVID-19 impacts the ability of AECOM to perform the scoped Services according to the schedule established to complete this Task Order, it shall be considered by both parties to be a *Force Majeure* event, and both AECOM and the Port shall have all the rights and responsibilities pertaining thereto, as prescribed by the Contract under which this Task Order is issued. Potential Coronavirus-generated impacts include but are not necessarily limited to a reduced work-force, reduced availability or increased cost of necessary materials, potential delays, and travel restrictions, quarantines and other governmental action. AECOM will notify the Port in writing of impacts according to the Notification Requirements of the Contract. AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to complete the scoped Services.

Schedule

AECOM estimates the overall project schedule will be dependent on timely transmittal of accurate and complete information from the insurance underwriter's engineering firm (Lanier).

Fee

AECOM Charges shall be on a "Time and Materials" basis for a total estimated fee not to exceed \$49,300.

TASK ORDER No. 111B

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

Lafarge | Holcim Dock Field Observation

Client Authorized

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

AECOM Authorized

Representative: Michael Patorno
Address: 1515 Poydras St., Suite 2700
New Orleans, LA 70112
(504) 586-8111
Telephone No:

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

SCHEDULE. The Schedule shall be described in Attachment A to this Task Order.

PAYMENT. AECOM charges shall be on a "Time and Materials" basis with an estimated fee not to exceed \$138,250 in accordance with the scope of work and Attachment A to this Task Order.

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

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

Port of South Louisiana

AECOM Technical Services, Inc.

Signature

Paul Aucoin, Executive Director

Typed Name / Title

Signature

Michael Patorno, Vice President, Water Business Line

Typed Name / Title

Date of Signature

Date of Signature

ATTACHMENT "A"
Task Order No. 111B

Port of South Louisiana

Lafarge|Holcim Dock Field Observation

Scope of Services

Background

AECOM Technical Services, Inc. (AECOM) understands that in May 2019 a vessel impacted the up-river portion of the existing Lafarge|Holcim dock at the Port of South Louisiana (Port), Globalplex Facility in Reserve, LA. The vessel impact caused damage to the up-river dolphin structures as well as the up-river end of the main dock fender system and ancillary components. A request for proposals (RFP) to provide engineering design of repairs to the terminal associated with the vessel impact was distributed by the Port and their consultant Qubed, LLC on behalf of insurance underwriters funding these repairs. Since that time, Lanier and Associates Consulting Engineers has been engaged by the insurance underwriters to design repairs to the terminal caused by the vessel impact damages.

Scope of Work

Following the design and bidding phase of this project, AECOM will provide field observation services on behalf of the Port with a full-time field technician on site during construction. Specifically, AECOM will perform the following tasks:

- Provide a qualified and trained field technician to observe construction progress in the field on a full-time basis. This proposal assumes 6-months of field work with 40-hours maximum per week for the field technician. The field technician will be familiar with the scope of construction as outlined in the project plans and specifications.
- Document construction progress with field notes and photographs. Prepare and submit weekly observation reports to the Port.
- Verify installed materials and overall construction progress for general review of Contractor partial payment applications. Formal approval of contractor payment applications will be by others.
- Verify and track weather conditions on site and weather-related delays in accordance with the contract specifications.
- Coordinate and provide construction updates to the design review team and Port including field changes, field decisions and contractor requests for information (RFI's).
- Review Contractor change order requests and assist in review of unit quantities where applicable.
- Participate in substantial completion and final inspection walk-throughs. Review substantial completion punch-list of remaining items or deficient items of work and provide feedback to the design review team and Port.
- Field technician and project engineer will participate in monthly construction progress meetings either on site or via tele-conference. Meeting minutes will be taken and prepared by others; however, AECOM will provide feedback to the Port where applicable regarding design or construction issues.

- Project engineer will coordinate with field technician to review field notes and photographs and assist in preparation of weekly observation reports to be submitted to the Port.
- Senior Principal participation in teleconference or in person meetings with the Port and their legal representatives on a periodic as-needed basis (up to 40-hours) regarding contractual aspects of the repair project.

Exclusions, Limitations and Assumptions

AECOM proposes to provide the scope of services with the below understanding of exclusions, limitations and assumptions.

- This proposal is based on a 6-month maximum construction schedule of field work performed by the Contractor based on an assumed schedule. A total of 40-hours per week over the 6-months of field work are assumed for the field technician. Extension of the contract time or other delays that extend the construction duration beyond that as described above may require additional labor-hour effort.
- Observations provided by the AECOM field technician do not relieve the engineering design firm of record from performing their own periodic field observations to review construction progress and confirm their design concept is interpreted correctly in the field by the construction contractor.
- AECOM will not provide direction to the design firm of record (Lanier) or the construction contractor regarding design or construction requirements; rather, will notify the Port of conflicts or issues that arise between these parties. Field direction to the contractor will be made by others.
- AECOM assumes no responsibility for the final design of the repairs as this lies with the engineering design firm of record (Lanier).
- Field technicians will follow AECOM safety management plan for all field work.
- Preparation of as-built drawings, design report and operations & maintenance manual is not included.
- Legal, litigation or expert witness testimony support is not included in this scope of work.
- Review of legal documents, affidavits, lease agreements, disputes, contractual terms and conditions between the stakeholders and their representatives is not included except as noted in this scope of work to be provided through meetings and tele-conference calls with the Port and their legal representatives.
- In the event COVID-19 impacts the ability of AECOM to perform the scoped Services according to the schedule established to complete this Task Order, it shall be considered by both parties to be a *Force Majeure* event, and both AECOM and the Port shall have all the rights and responsibilities pertaining thereto, as prescribed by the Contract under which this Task Order is issued. Potential Coronavirus-generated impacts include but are not necessarily limited to a reduced work-force, reduced availability or increased cost of necessary materials, potential delays, and travel restrictions, quarantines and other governmental action. AECOM will notify the Port in writing of impacts according to the Notification Requirements of the Contract. AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to complete the scoped Services.

Schedule

AECOM estimates the overall project schedule will be 6-months of field work for the construction contractor to complete all specified repairs to the terminal.

Fee

AECOM Charges shall be on a "Time and Materials" basis for a total estimated fee not to exceed \$138,250.

TASK ORDER No. 111C

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

ADM Dock Design Review

Client Authorized

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

AECOM Authorized Michael Patorno
Representative: 1515 Poydras St., Suite 2700
Address: New Orleans, LA 70112
(504) 586-8111

Telephone No:

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

SCHEDULE. The Schedule shall be described in Attachment A to this Task Order.

PAYMENT. AECOM charges shall be on a "Time and Materials" basis with an estimated fee not to exceed \$33,960 in accordance with the scope of work and Attachment A to this Task Order.

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

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

Port of South Louisiana

AECOM Technical Services, Inc.

Signature

Paul Aucoin, Executive Director

Typed Name / Title

Signature

Michael Patorno, Vice President, Water Business Line

Typed Name / Title

Date of Signature

Date of Signature

ATTACHMENT "A"
Task Order No. 111C

Port of South Louisiana

ADM Dock Design Review

Scope of Services

Background

AECOM Technical Services, Inc. (AECOM) understands that in May 2019 a vessel impacted the existing ADM dock in Reserve, LA adjacent to the Port of South Louisiana (Port) Globalplex Facility. The vessel impact caused damage to the structure which requires repair to restore the terminal to its original design capacity and operability. An engineering firm, Lanier and Associates Consulting Engineers (Lanier) has been engaged to provide design and construction documents for repairs to the terminal. Construction activities on site have begun and are continuing to progress at this time.

Scope of Work

To help facilitate the design process for repairs to the terminal, AECOM will provide review and support services on behalf of the Port. Specifically, AECOM will perform the following tasks:

- Engineer participation in teleconference call discussions with Lanier, Port and stakeholders on a periodic, as-needed basis regarding technical aspects of the repair project.
- Senior Principal participation in teleconference or in person meetings with the Port and their legal representatives on a periodic as-needed basis (up to 40-hours) regarding contractual aspects of the repair project.
- Review the project basis of design including reference codes, loading criteria and environmental conditions.
- Review repair drawing submittals for the following milestones and provide comments marked on drawings or in a comment log where applicable.
 - Permit submittal
 - 100% issue for construction plans and specifications
 - As-built drawing review
- During the remainder of the construction phase, the following tasks will be provided:
 - Review field changes and Contractor requests for information (RFI's)
 - Review construction submittals for general conformance with design concept and construction documents
 - Review change order requests for general scope and cost basis.

Deliverables

AECOM proposes to provide engineering design support on behalf of the Port as needed during the design and construction phase of the project. Specifically, the following items will be provided:

- Review comments marked on drawings and specifications as well as comment response log where applicable in response to milestone submittals as outlined above.
- All comments and recommendations will be transmitted from AECOM to the Port for

distribution to the appropriate parties.

Exclusions, Limitations and Assumptions

AECOM proposes to provide the scope of services with the below understanding of exclusions, limitations and assumptions.

- AECOM proposes to provide general engineering support to the Port on a time and materials basis. Our fee estimate is based on an assumed scope of work as described in this Attachment "A". Additional tasks can be provided if necessary, through a modification to this Task Order.
- AECOM will review milestone design submittals prepared by Lanier and submitted to the Port as outlined above. The review will include a general overview of proposed repairs, approach, design criteria and detailing related to major structural systems and components. One round of review and comment back-check per milestone submittal is included.
- AECOM will not review design calculations, analysis models or other computations used in preparation of the design of repairs; rather, will provide general comments regarding design approach and constructability concerns.
- AECOM assumes no responsibility for the final design of the repairs as this lies with the engineering design firm of record (Lanier).
- Legal, litigation or expert witness testimony support is not included in this scope of work.
- Review of legal documents, affidavits, lease agreements, disputes, contractual terms and conditions between the stakeholders and their representatives is not included except as noted in this scope of work to be provided through meetings and tele-conference calls with the Port and their legal representatives.
- In the event COVID-19 impacts the ability of AECOM to perform the scoped Services according to the schedule established to complete this Task Order, it shall be considered by both parties to be a *Force Majeure* event, and both AECOM and the Port shall have all the rights and responsibilities pertaining thereto, as prescribed by the Contract under which this Task Order is issued. Potential Coronavirus-generated impacts include but are not necessarily limited to a reduced work-force, reduced availability or increased cost of necessary materials, potential delays, and travel restrictions, quarantines and other governmental action. AECOM will notify the Port in writing of impacts according to the Notification Requirements of the Contract. AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to complete the scoped Services.

Schedule

AECOM estimates the overall project schedule will be dependent on timely transmittal of accurate and complete information from the insurance underwriter's engineering firm (Lanier).

Fee

AECOM Charges shall be on a "Time and Materials" basis for a total estimated fee not to exceed \$33,960.



PROPOSAL / JULY 10, 2020

FACILITY MASTERPLANNING SERVICES INITIAL MASTERPLAN (LEVEL I)



July 10, 2020
Port of South Louisiana
Attn: Mr. Paul Aucoin, Executive Director
171 Belle Terre Blvd.
LaPlace, LA 70069-0909

Re: Proposal For Facility Masterplanning Services - Initial Masterplan (Level I)

Dear Mr. Aucoin:

Burns & McDonnell (BMcD) greatly appreciates the opportunity to support the Port of South Louisiana (the Port) through the delivery of the referenced services. We understand the criticality of effective strategic planning to the Port's business and, by extension, to moving of goods through the US. Your success depends on your ability to make confident decisions based on well-thought-out physical facility requirements, schedule interdependencies and cash flow constraints.

Burns & McDonnell's approach to development of the Port's Facility Master Plan will ultimately result in a five-dimensional perspective of the Port's facilities, depicting a three-dimensional representation of the facilities over the given schedule, along with the associated capital outlay. The model will also afford flexibility in analyzing the relationships between projects addressed in the plan. The proposal contained herein represents the development of the initial phase of the masterplan.

BMcD's delivery of Facility Master Plan Services will benefit the Port in several ways, including:

- Improved alignment of internal and external stakeholders
- Budget Planning and Cost Control
- Programmatic View for Individual Project Management Teams
- Integrated Master Project Delivery Schedule, linked to Cash Flow
- Space Utilization Planning Coordination between Facilities and Plant Operations

We at Burns & McDonnell look forward to continued development of our service to Port of South Louisiana through delivery of the Facilities Master Plan. Please feel free to contact me at 757-615-2791 or jevenable@burnsmcd.com should you need anything.

Sincerely,

A handwritten signature in blue ink, reading "J. Eric Venable".

J. Eric Venable, PE
Program Manager

FACILITY MASTERPLANNING SERVICES

HOW WE CAN HELP PORT OF SOUTH LOUISIANA

UNDERSTANDING OF YOUR NEEDS

We are your trusted partner in master planning

Bringing over **twenty years of design experience** to the team, Edwin Paoli Perez Molina will serve the Port as process architect and master planner. Edwin is a subject matter expert in master planning and process equipment design. His speciality includes **planning for existing campus facilities needing large scale expansion** with tight footprint restrictions.

TRANSPARENCY IN THE PROCESS

We bring your team a diverse toolkit of cutting edge technology

In-house innovations such as OneTouchPM and virtual reality software has enabled our team to unlock a world of **immersive experiences** and processes for our client. Additionally, our team will build a 5D masterplanning model dashboard for **real time updates regarding cost, schedule, and the ever-evolving 3D facility model.**

IMPACT IN THE GREATER SOUTH LOUISIANA AREA

Existing relationships with regional tenants

The Burns & McDonnell team's client based stretches wide across Louisiana. We intend to **leverage existing working relationships** to promote long term overall development of the southern LA region for benefit of the community. We believe we can support **economic growth** via our relationships with **surrounding industries.**

SENSITIVITY TO HIGH PROFILE PROJECTS

Experienced with military and defense contractor efforts

Burns & McDonnell has served **public agencies for more than 70 years, completing 175 projects in the past five years,** providing value-based solutions focused on operational efficiency, high performance and reduced operating costs. We understand the nuances and sensitivities of major public-facing projects, when all eyes are on your project - you can rest assured with our team the outmost care and caution will be executed.

OUR CAPABILITIES



SITE SURVEYING AND ASSESSMENTS

Efficient master planning is built on a foundation of understanding the site as it already exists, building on the parts that work and addressing any deficiencies.

We deploy databases to record and maintain information on existing conditions. This becomes an important tool for identifying any deficiencies in the site and facilities. The planning team can cross-reference installation requirements against what's already available and serviceable, maximizing your budget while making sure baseline needs are met.



ENCROACHMENT PLANNING

The land and airspace surrounding federal and military facilities is often subject to additional restrictions. Safety and security depend on making airspace awareness and knowledge of land use adjacencies intuitively easy to comprehend.

We collaborate to develop interactive visualization tools to optimize available resources, illustrate encroachment concerns and display the imaginary airspace surfaces, enabling users to achieve a clearer understanding of the airspace and its boundaries. Our available tools can integrate data of any size from virtually any data source to automate complicated analysis and studies and present it in simple terms for the user.



SPACE ANALYSIS AND CAPACITY PLANNING

As missions adapt, emerge and end over time, what you require from your facilities will inevitably need to evolve.

We identify consolidation opportunities and provide validation of new construction and existing facility renovation opportunities. Additionally, we can recommend sequencing of projects and schedules to accommodate transitions and relocations, minimizing the impact on your readiness stance.



ASSET MANAGEMENT AND MODELING

Your operations depend on having the right assets in the right condition to run effectively and efficiently while minimizing your risks.

As building information modeling (BIM) vendors have turned their attention to facility management, we are able to help you leverage BIM technology. Beyond design and construction challenges, the software has the potential to model the operations and maintenance aspect. With customized views, streamlined processes and flexible functionality, these models can combine real-time access to data with easily accessible manuals and preventive maintenance schedules.



PLANNING, PROGRAMMING AND COST ESTIMATING

Obtaining optimal results starts with appropriate documentation and clear understanding of all cost considerations. We help you proceed with open eyes.

Accurate cost estimating begins with the understanding that every aspect of a project has a cost associated with it. That's why estimating involves listening to you to understand your project goals and predicting costs by understanding market conditions. As you move toward implementation, we leverage supplier and subcontractor relationships to understand pricing and constructability, capture cost history, and communicate this information in a timely and meaningful way to the project team.





LARGE SCALE AND INSTALLATION MASTER PLANNING

The size and scope of federal and military campuses can pose challenges to envisioning layouts that maximize efficiencies and location. Comprehensive considerations are essential.

From Department of Defense (DOD) to the Department of Energy (DOE), from research and development facilities to area development plans, our proven team has a significant portfolio of master planning projects.

Our comprehensive range of services includes visioning, site planning and connectivity. We provide facility and infrastructure condition assessments; analyze work requirements and processes; and provide benchmarking, programming documents, sustainable design initiatives and community outreach. We further develop phased implementation plans for renovation and new construction.

We supplement our in-house master planning resources with small-business subconsultants specializing in military master planning. The diversity of campus buildings and the expanse of property creates complex energy and power challenges. But the scale of campus-sized operations also creates opportunities to lower costs, reduce carbon footprints and optimize reliability that would be impractical for smaller operations.

Our holistic approach includes reviewing existing data, interviewing operators and stakeholders, examining base case and anticipated load profiles, analyzing opportunities for emerging technologies and more. Knowing that utility systems don't operate in isolation, we also consider their relationship with interconnected campus operations like information technology and maintenance.

SERVICES

- **COMPREHENSIVE PLANNING** — We apply master planning best practices to effectively develop short- and long-term planning strategies that address deficiencies and opportunities.
- **INSTITUTIONAL PLANNING** — We offer proven experience of planning for all types of federal institutions — administration, health, defense, research, development and education.
- **INFRASTRUCTURE PLANNING** — We understand the complexities of transportation, utility and infrastructure planning for both large and small campuses.
- **RESILIENCY PLANNING** — We respect the levels of resilience planning needed at federal institutions for infrastructure resilience and energy surety.
- **SUSTAINABLE PLANNING** — We emphasize creating sustainable campuses that efficiently support current and future needs.



PROJECT UNDERSTANDING

We appreciate the opportunity to propose on the development of an initial high-level site master plan for the Port of South Louisiana. This plan is purposed at identifying space planning, ongoing projects, projected growing needs, and future asset allocations at the short, mid and long-term timeframes.

Stretching over 54 miles of existing and growing industrial sites, the Port district consists of a diversified portfolio of industrial tenants. The Port owns multiple facilities along the river frontage, accommodating current tenant needs as well as exciting opportunities for expansion as the Port seeks to maintain its ranking as the largest tonnage port in the world. Development of a high-level site master plan scoping document will support an overall vision for the Port's future growth by addressing the following:

- Projection of current capacities, forecast, and strategic plan for next 5-20 years.
- Evaluation of current operations for improvements in flexibility and efficiency.
- Incorporation of projected capital projects into a cohesive Master Planning process.
- Determination of anticipated effects on supporting infrastructure.
- Upon agreement on a concept option, development of an implementation plan for cash outlay and timing.

Our approach to this study is to initially assess where the Port is today, its goals for growth and the path to get there. Burns & McDonnell offers multiple types and levels of master plans, tailored to the amount of information available and desired outcome. Our proposal is aimed at helping the Port communicate your growth vision to colleagues, business partners, and community leaders in a base model. Our base model will add layers of information as it progresses throughout the planning phases.

Once the initial master plan is concluded, the next phase (subsequent to the scope included in this proposal), will be to develop a preliminary master plan which is a more in-depth document. This master plan will contain sensitive information about specific projects to be executed on one of more sites, such phases typically ranges between five to seven months to prepare.

Finally, once all projects are identified, classified and planned; a comprehensive master plan (subsequent to the scope included in this proposal) will be developed to add depth that aligns with the client's vision and mission. This document is used by multiple stakeholders and financial partners, project managers, public relations, leasing agents, government agencies and public. This final phase remains interactive and flexible allowing ongoing tracking, project execution models, "live" schedule updates and user interactions. Because of its complexity and trade partners interactions and inputs, this phase can sometimes extend to a year or more.

THE BURNS & McDONNELL DIFFERENCE

47
PROJECTS COMPLETED
IN NEW ORLEANS

7
UNITED STATES PORT
AUTHORITY CLIENTS

716
PROJECTS
COMPLETED IN LA

SCOPE OF SERVICES

BMcD will perform the following for the Port of South Louisiana under the proposal contained herein.

Organizational Planning Workshop

Conduct one (1) day meeting with Port leadership and staff to discuss recommendations for organizational structure updates.

Initial Masterplan (Level 1)

The intent of the Initial Masterplan (Level 1) is to investigate options, record solutions, and make recommendations for the further development of the Masterplan document. BMcD will perform the following services in development of the Initial Masterplan (Level 1).

1 BUSINESS GOALS/OBJECTIVES

The team must understand and business drivers prior discussing site changes. These goals and objectives provide a solid foundation for all that will follow. Some topics include but not limited to:

- ▷ Impacts to ongoing existing operations
- ▷ Timelines associated to site growth
- ▷ Anticipated staffing capacity/ requirements
- ▷ Identify any regulatory issues
- ▷ Potential efficiencies

2 EXISTING CONDITIONS

It's imperative to understand and document existing conditions including:

- ▷ Facility /Systems /Flows / Staff
 - The size, location and adjacencies for major functional elements.
 - General site flows of material, equipment, personnel and waste at the site.
 - Observations based on a review of any existing master plan documentation and facility tours.
 - List of issues to be addressed and/or resolved through the master plan, or future capital plans.
 - Sites major systems and components (mechanical and electrical) for reliability, capacity and utilization understanding.

3 ESTABLISH GROWTH CRITERIA

The primary reason for preparing this master plan is to intelligently manage site growth. Prior developing options, an objective-growth criterion must be established and agreed upon. For example:

- ▷ Cost- capital expenditure forecast/ scenarios
- ▷ Logistic- site, flow, storage
- ▷ Industry definition - impacts to surroundings

4 MASTER PLAN OPTIONS

Based on drivers, existing condition observations and growth criteria, BMcD will develop a series of design scenarios. (year by year or as defined during the kickoff alignment session) Applying data from previous steps will help determine the impact of various proposed options. Options will then be compared and selected for refinement using a scoring process leading to the selection of one for further development and documentation.

5 IMPLEMENTATION (PHASED)

The selected option represents the final form of the site expansion and/or realignment. In order to show how each component of the option is constructed over time, a phased implementation is developed. This plan typically is supported with an ROM opinion of cost.

6 MASTER PLAN/DOCUMENTATION

The master plan should be a living document. BMcD is eager to help the Port of South Louisiana maintain and up to date for next phases. The report will capture any outcome, findings, and solutions.

OUR TEAM

ERIC VENABLE, PE

Program Manager – Ports & Maritime Facilities



Mr. Venable has more than 23 years of professional experience in delivery oversight for \$1B in ports & maritime facilities throughout the world. His leadership responsibility for Burns & McDonnell's maritime & industrial facilities clients includes strategic planning and

execution; promoting consistency and alignment for multiple clients with common interests, while at the same time respecting the individual goals of each entity.

NEWPORT NEWS (NORTHROP GRUMMAN) SHIPBUILDING

Program Manager | (2006-2018)*

Oversight responsibility for the long-standing facility engineering services provided to Newport News Shipbuilding. Also, successfully oversaw the execution of several waterfront engineering projects at NNS, ranging from pier and barge modifications associated with submarine test-steaming to the concept development for a retractable weather enclosure for a dry dock. Key projects completed within this role include:

- M-290 Loading Facility
- Pier 3 Aircraft Carrier Pier
- Power Unit Assembly Facility
- Supplemental Modular Outfitting Facility
- Carrier Refueling Facility Complex
- New Fuel Storage Area Security Upgrades
- Ohio Class Replacement Program Facilities Studies
- Industrial Process Ventilation Upgrades
- Radiological Support Facility
- M-140 Loading Facility
- Pier 2 Bulkhead Upgrades
- CVN & VCS Test Steam Facilities
- Aircraft Carrier Blast & Coat Ventilation System
- Buffer Zone Outfitting Facility
- Heavy Plate Manufacturing Facility
- Radiological Work Enclosures
- PUA Component Processing Fixtures.

AREVA NEWPORT NEWS FACILITY

Engineering Manager*

Responsible for the project planning, design and construction of a \$360M commercial nuclear power component manufacturing facility. Project was performed for the joint venture of AREVA and Northrop Grumman (AREVA-Newport News). In addition to leading the multidiscipline engineering team through the design phase, Mr. Venable served as the primary permitting agent and provided a bridge between the design and construction arms of the EPCM project team.

► Education

| BS, Civil Engineering

► Registration

| Professional Engineer - Civil (VA)

23 Years of Experience

VIRGINIA PORT AUTHORITY – PORT OF VIRGINIA

Program Manager*

Overall leadership of the Program Management Services contract with the Port of Virginia. Coordination Of multiple design and construction disciplines internal to the contractor, as well as oversight of specialty subcontractors in areas such as port planning, economic analysis and public affairs.

PORTS AND MARITIME TRANSPORTATION MARKET – NORTHEAST USA

Portfolio Manager*

Operational responsibility for the project portfolio and management of staff associated with the Ports & Maritime business sector in the Northeast USA. This includes commercial and public authority clients in major ports such as Boston, New York, Philadelphia and Hampton Roads.

VIRGINIA DEPARTMENT OF TRANSPORTATION

Internal Quality & Risk Manager*

Responsible for the development and implementation of quality assurance/quality control plans for multiple projects within a coordinated program. Also, served as project lead on feasibility studies.

GEORGIA PORTS AUTHORITY

Project Manager*

Led the design and construction of various terminal infrastructure projects as part of both federal and state Terminal Security Grant Programs. The security improvements allowed GPA to attain a high level and safety and operational efficiency through the development of access control and intrusion detection systems, within the budgetary and scheduling framework of the grant requirements.

**Denotes projects completed prior to joining Burns & McDonnell*

EDWIN PAOLI PEREZ MOLINA, RA

Lead Master Planner/Process Architect



Edwin is a senior process architect, facilities, and advance strategic technologies specialist with more than 21 years of experience. His experience also includes acting as subject matter expert, master designer, project manager, project developer, process architect,

architectural assistant architectural designer, code analysis, pharmaceutical spaces optimization, construction supervision, and coordination and field activities for a wide range of projects.

LARGE SCALE MANUFACTURING FACILITIES PROJECT; INTAS BIOPHARMACEUTICAL BIOSIMILAR

Changodar, Gujarat, India*

Facilities process architect and collaborator; Master planning, conceptual design for a new biosimilar LSM facility in Gujarat, India.

CCP2 CAPACITY EXPANSION PROJECT; GENENTECH

Vacaville, CA*

Facilities front end architect; Study and master plan to increase the biotech facility capacity to 3 runs per week from 1.5 runs. Study includes the expansion of warehouse space for finish bulk and intermediate product, offices addition and manufacturing reconfigurations.

CRUISERATH FACILITIES SIZING PROJECT

BMS; Ireland*

Facilities front end architect; Master plan study for a 6x20KL capacity biotech facility in a Greenfield next to BMS API site in Ireland.

SITE MASTER PLAN STUDY; ASTRAZENECA

Longmont, CO*

Facilities front end architect; Definition of a phased master plan to acquire Amgen Longmont EPO Facility.

ZS SITE MASTER PLAN STUDY

AstraZeneca; TX*

Facilities front end architect; Definition of a site plan study for a fine chemical Greenfield site.

SITE MASTER PLAN FMC; ASTRAZENECA

Frederick, MD*

Facilities front end architect; Definition of a master plan with 10-year timeframe of projects on the Frederick Site.

Education

- | BS, Environmental Design
- | MArch

Registration

- | Professional Architect (PR)

21 Years of Experience

AMGEN MANUFACTURING LIMITED

Juncos, Puerto Rico*

Architect; Site Master Plan Study Phase 1; Project architect in the development of a concept package for a master plan which contemplates the complete site expansion phases for the site in Juncos, Puerto Rico. The master included the development of a general site plan with flood zones, proposed manufacturing, utilities, and administration, and warehouse, place holders for future growth, laboratory and parking area expansion capabilities.

OTC MASTER PLAN; PFIZER

Guayama, Puerto Rico*

Architect; Development of a 10 year projected master plan for all OTC (Over the Counter) manufacturing facility based on market trends.

MASTER PLAN CONCEPT PACKAGE PROJECT; JANSSEN-CILAG MANUFACTURING

Gurabo, Puerto Rico*

Lead process architect; Development of a concept package for a Site Master Plan which contemplates a merger of manufacturing JI site and packaging JII site. The main purpose of this document was to define the conceptual package and identify problem areas (architecture, process, civil and HVAC), the document also recommends room finishes, process improvements (from containment point of view) and HVAC/pressurizations scheme required to bridge the desire compliance with the latest current Good Manufacturing Practices (cGMPs) among GPSG and to comply with international regulations and standards.

PRO1 MASTER PLAN PHASE IV MANUFACTURING FACILITIES IMPROVEMENTS

Lilly del Caribe; Carolina, Puerto Rico*

Architectural lead; Improvements to productivity and flexibility within manufacturing areas in PC02, PC06 and PC08.

*Denotes projects completed prior to joining Burns & McDonnell

SCOTT CHEWNING, PE, NCICP, LEED AP

Land Planner



Mr. Chewning manages and performs detailed design for a variety of federal, commercial, industrial, higher education, retail, housing authority, and residential projects in Virginia and North Carolina. Project Manager at Newport News' Printpack Warehouse,

which included over 20 acres of manufacturing, warehouse, parking, office space, loading bays/docks, and water service line design

► Education

| BS, Civil Engineering

► Registration

| Professional Engineer - Civil (VA)

19 Years of Experience

ADVANCED CONCEPTUAL DESIGN FOR GMP | YUPO CORPORATION AMERICA

Virginia

Burns & McDonnell worked with Yupo staff to develop a proposed facility expansion master plan for their Chesapeake, Virginia location. The master plan was developed by working closely with staff to better understand their planned equipment upgrades and logistic challenges. Based on the master plan, Burns & McDonnell provided preliminary design and construction cost estimating services to assist the client in establishing an overall project budget. The design advancement identified the codes, standards, permits, and primary building elements that drove the project cost and schedule. Based on this information, a conceptual site layout plan was developed to confirm the building locations, access road, and loading docks. Stormwater requirements were preliminarily designed to meet all governing codes. Site logistics was evaluated to determine whether construction activities could be coordinated with the existing production facility operations. A Geotechnical soil investigation and an existing property survey was also included with the project.

NATURAL GAS FIRED STEAM FACILITY DESIGN AND CONSTRUCTION (NGFS) | BAE SYSTEMS

Tennessee

Burns & McDonnell will design and construct of a new natural gas fire steam plant to replace the existing coal fire steam plant at the HSAAP (Holston Army Ammunition Plant). The project site is approximately 6.2 acres in size and is located on the northwest end of the facility adjacent to building 350. The objective for the new steam plant is to design a modern facility that can support the increased production levels expected from the expansion of production facilities at HSAAP. Along with the proposed steam plant, the project includes a fuel rail stop and a new alignment to the limited access roadway.

RADFORD ARMY AMMUNITION PLANT (RFAAP) SOLVENT PROPELLANT PACK-OUT FACILITY | BAE SYSTEMS

Radford, Virginia

Burns & McDonnell is to design a modernized solvent propellant pack-out facility to accomplish the batching, glazing, and pack-out operations. The new facility will be designed to complement the existing facility operations. The new operations will provide manufacturing process, environmental and safety controls, and improve material handling/management practices. The project also includes the development of design alternatives to determine the most efficient and safe layout for the project as well as the permitting approvals needed from the Virginia Department of Environmental Quality.

VIRGINIA BUSINESS READY SITES PROGRAM | CHESAPEAKE ECONOMIC DEVELOPMENT AUTHORITY

City of Chesapeake, Virginia

Landscape architect for site development to assist Chesapeake Economic Development Authority with the VBRSP (Virginia Business Ready Sites Program) process by developing a yield of potential industrial development along with a preliminary site infrastructure cost estimate for five (5) selected sites within the City of Chesapeake. The information developed will be utilized as part of an effort to designate the characterization of the (5) selected sites for potential funding of infrastructure improvements to the sites, as well as to promote the sites for potential businesses to purchase property to develop their business.

CHRIS SPANN, PE

Aviation Facility Planning



Chris Spann has three decades of experience in all aspects of aviation design, ranging from general aviation (GA) to major air carrier to military. Prior to joining Burns & McDonnell, he was the national aviation director at other major consulting firms. He has worked

on projects at major commercial airports across the U.S including Atlanta Hartsfield, Chicago O'Hare, and LAX., as well as in Egypt and Taiwan.

LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT

New Orleans, Louisiana

Program Manager for the \$994M terminal replacement program. The program includes the construction of a new, 900,000 square foot, 35-gate terminal. Included with the terminal is a 2,200-space parking garage, 400,000 square yards of concrete pavement, and 40,000 square yards of asphalt pavement, and a solar energy farm. The program is scheduled for completion in early 2019. As Program Manager, he was responsible for the management of all aspects of the design, coordination between the architects and civil designers, management of the Construction Manager at Risk, and coordination with all stakeholders including the FAA, the Airport, the TSA, the CBP, the concessionaires, and the airlines. A key aspect of the program was working with the airlines to ensure that construction of the new facility didn't interfere with existing operations.

LAGUARDIA AIRPORT

Queens, New York

Airside Design Manager for the reconstruction of the Central Terminal Building. The project includes the redevelopment of the central terminal area, and includes the construction of a new terminal building, parking garage, and two remote concourses. As airside design manager, he is responsible for the design of the terminal apron and dual taxi lanes, all apron drainage and other utilities, glycol collection, and connections to the existing taxiway system. As Manager of Parsons Brinckerhoff's aviation design practice, he oversaw the development of all aspects of the preliminary airfield design during the bidding process, including the preliminary phasing and coordination with other designers.

GEORGE BUSH INTERCONTINENTAL AIRPORT (IAH) - REHABILITATION OF RUNWAY 8-26 AND TAXIWAYS

Houston, Texas

Design Engineer for this Houston Airport System (HAS)

Education

| BS, Civil Engineering

Registration

| Registered Engineer (NY)

32 Years of Experience

project that involved the provision of design and construction services to rehabilitate and improve the structural capacity of Runway 8-26, parallel Taxiway NA, and eight connecting taxiways at IAH. The runway needed to remain open for daytime operations, requiring the development of a detailed construction-phasing plan that ensured that continuous access and exit taxiway routes be maintained. Additional projects included the design and construction of a 1,500-foot (460-meter) extension to Taxiway NB, the widening of fillet radii on all the high-speed exit taxiways, and the implementation of the initial phase of the north complex detention basin and drainage ditch improvements.

GEORGE BUSH INTERCONTINENTAL AIRPORT - 8L-26R REFORESTATION

Houston, Texas

Project Manager for the \$4.5 million 8L-26R reforestation project consisting of the reforestation of 265 acres (107 hectares) that were cleared for runway approaches, and the construction of 4,500 feet (1,400 meters) of sight wall.

ATLANTA HARTSFIELD-JACKSON INTERNATIONAL AIRPORT - DESIGN OF FIFTH RUNWAY

Atlanta, Georgia

Designer and Quality Control (QC) Officer responsible for oversight of the design of Runway 10-28. Duties included final design, management of the design team, coordination with the adjacent design-build contractor and quality control.

LUIS MARIN MUNOZ INTERNATIONAL AIRPORT - TAXIWAY JULIET AND RUNWAY 10-28

San Juan, Puerto Rico

Design Engineer, he provided design coordination for the design of Taxiway Juliet and the reconstruction of Runway 10-28. Duties for this \$90 million project included final design, client coordination and quality control.



NICK THRONSBURY

Cost Estimator/Pre-Construction Services

Nick is a driven real estate and construction professional with track record delivering projects and promoting teamwork. Excel at directing, coaching, and leading work teams to exceed program objectives and exceeding expectations. Well versed in many aspects of the industry, including management of consultants, permitting, property evaluation, project management, pre-construction, estimating, and business development within the industry.



JOSH BERGSTEN, PE, ENVSP

Senior Geotechnical Engineer

Josh has contributed to a variety of projects, coordinating and supervising geotechnical investigations as well as geotechnical construction oversight and quality control over his 12 years at Burns & McDonnell. His responsibilities include the supervision and coordination of subsurface investigations, evaluation of geotechnical laboratory test data, and the performance of geotechnical-related design and subsequent construction observation activities.



ALEXANDER J. PRICE, ARB

Architectural Planner

Alexander (Sandy) Price has joined Burns & McDonnell as a senior design architect in the Commercial Design-Build Group. He will assist in continued growth of corporate offices, including build-to-suits and speculative office construction. Sandy brings over 20 years of experience in the delivery of a diverse range of project types from mixed-use and commercial office to professional sports and civic projects. He specializes in integrating technology with his profession.



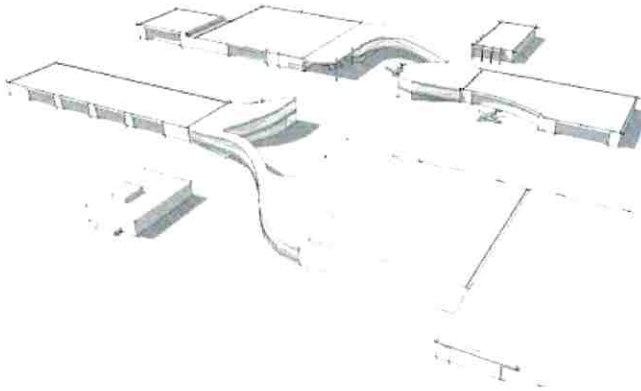
DARWIN DESEN, PE

Rail Planning

Darwin Deesen has more than 29 years of experience as a civil engineer in transportation planning, design, and construction management for passenger rail projects. His experience includes providing services for both public and private clients working on and/or managing a variety of projects across the country including, mainline and facilities design, commuter rail and light rail facilities design, and general site civil design such as paving, grading, drainage and utilities associated with major rail programs.

OUR PROJECTS

MANUFACTURING MASTER PLANNING PROJECTS



FLIGHT-LINE FACILITY

Confidential Department of Defense Contractor
United States

- 680 acres
- The final master plan alleviated approximately \$50 million in new facilities while creating a path for both the previous and the updated Land-Use Plan.
- Throughout the process, we master planned approximately \$300 million in alternative options for the client.



PRODUCTION EXPANSION

Confidential Aerostructures Manufacturer
United States

- Our services resulted in an increased production rate from 27 to 48 aircraft per month without increasing the facility's square footage or interfering with ongoing production.
- To avoid the required space and cost of an 180,000 cfm VOC system, the fuselage where more than 80% of the paint is applied was exhausted directly to the VOC system through forward and aft fuselage emissions control enclosures that reduced the system to accommodate only 25,000 cfm.

MANUFACTURING MASTER PLANNING PROJECTS

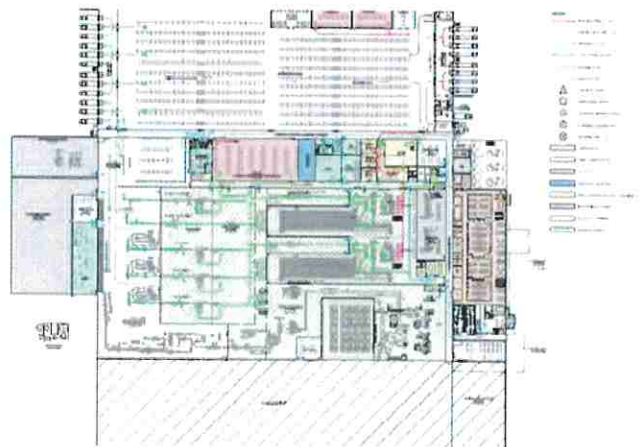


TRAFFIC FLOW AND LAND USE PLANNING

La-Z-Boy

Dayton, TN

- Traffic/vehicular flow study and recommendations
- Environmental analysis for proposed expansion sites
- Conceptual site plan and exterior studies for various relocation options
- Zoning evaluations for potential sites
- Utility infrastructure evaluation for planned projects
- Lean perspective overview



NUTRACUETICAL FACILITY

CONSOLIDATION CONCEPTUAL DESIGN

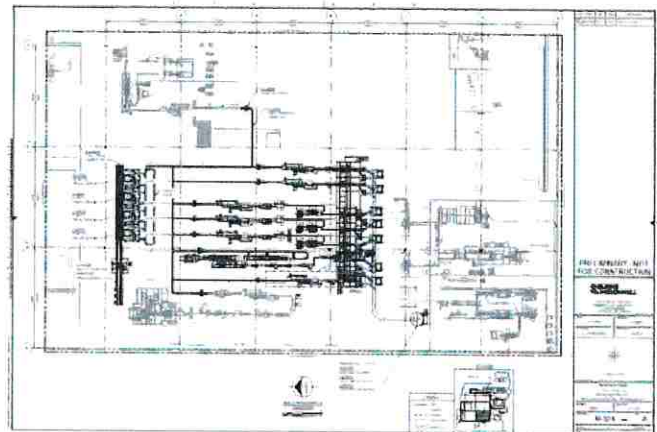
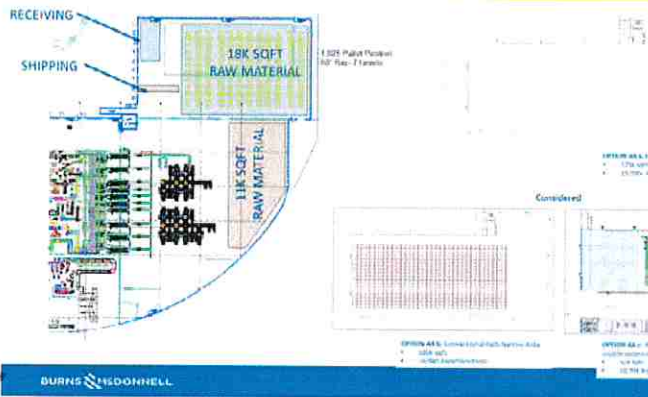
Confidential Client

Washington State, United States

- 500,000SF of Manufacturing planning
- Multiple locations consolidated into one optimize plan
- Deferred-capital solutions
- Process architecture to achieve 25% space reduction

PROCESS MASTER PLANNING PROJECTS

OVERALL WEST COST SITE RECOMMENDED LAYOUT



FINISHED PRODUCT HANDLING & MULTIPLE SITE MASTER PLANNING

Confidential Client

Multiple U.S. Locations

Burns & McDonnell helped an innovative and high growth, \$1+ billion food company, with a multi-site master planning effort that included finished product automation to support scheduled installations of 26 new auto case packers. The project included heavy top-down leadership engagement, with fast, multi-level / functional alignment.

Project details:

- Two sites: production + warehouse + DC scope
- 17 automation sub-options ROI vetted
- Client staffing reductions integrated in analysis
- Multiple automation vendor options vetted
- Positioned to help with design-build execution
- Final report provided in 10 weeks

SNACK PACKAGING MASTER PLAN

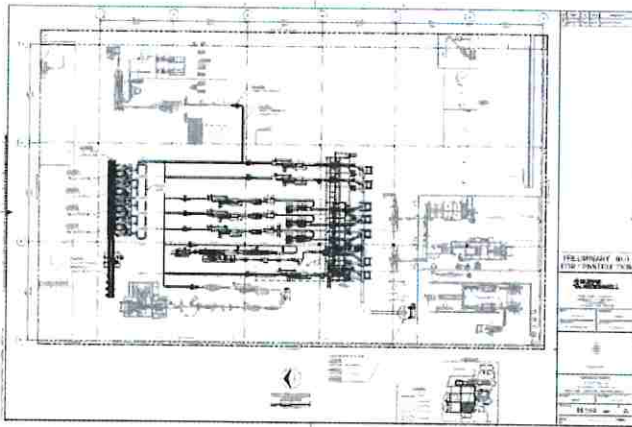
Confidential Client

Western, U.S.

A confidential snack food client developed a five-year master plan of capital projects with Burns & McDonnell. This plan included packaging projects identified by as Phase 1 and 2. An FEL 2+ effort was completed resulting in a cost estimate and proposed schedule to Engineer, Procure and Construct (EPC) these projects. The client elected to move forward with Phase 1.

Burns & McDonnell was hired by a snack food for a packaging upgrade for their operations. The project included the installation of three new primary packaging lines for nut snack products, the installation of a new fully automated packaging line from primary and secondary packaging, the installation of a new automated palletizing system that can be expanded with future projects and the installation of a new aspiration system to service new packaging lines. A definitive cost estimate (+/-10%) and project construction schedule were provided.

PROCESS MASTER PLANNING PROJECTS



PLANT MASTER PLAN & PACKAGING DESIGN SUPPORT

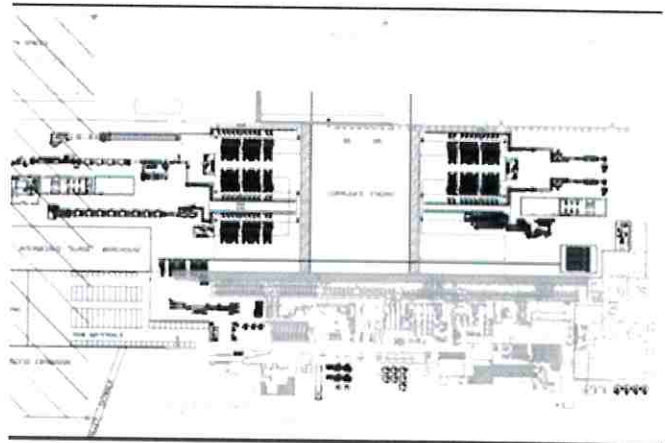
Confidential Client

Western, U.S.

Burns & McDonnell was hired by a snack food for a packaging upgrade for their operations. The project included installation of three new primary packaging lines for snack nut products, the installation of a new fully automated packaging line from primary and secondary packaging, the installation of a new automated palletizing system that can be expanded with future projects and the installation of a new aspiration system to service new packaging lines. A definitive cost estimate (+/-10%) and project construction schedule were provided.

Project details:

- Created a plan to minimized downtime in operating facility while installing new equipment
- Phased installation plans for capital cash flow proposes



MASTER PLANNING

Confidential Client

Multiple locations

A major snack food client hired us to perform master planning and drawing update services at over 25 plant locations across the United States and Canada. Our team collected data through questionnaires, interviews and on-site evaluations as well as existing layouts and flow diagrams. We held regular planning reviews to align goals with our client's needs and objectives. Upon completion of the site audit and other essential tasks at each location, we prepared a master planning report that included sketches, utility information and conceptual layout drawings.

FEDERAL MASTER PLANNING PROJECTS



NATIONAL SECURITY CAMPUS MASTER PLANS

National Nuclear Security Administration (NNSA)
Kansas City, Missouri

Since 1970, we have provided services to the Department of Energy and NNSA's Kansas City Plant (KCP) and the new Kansas City National Security Campus (KCNSC), including facility engineering services (FES). This work has covered all nonproduction engineering services for the KCP and KCNSC, along with FES design and construction management activities. It has included project administration and management, pre-design, feasibility studies, definitive design, bidding and negotiation. Our team maintains the infrastructure that supports more than 6,000 pieces of specialty equipment and has been involved in the specification, specification review, installation and commissioning of hundreds of equipment installations.

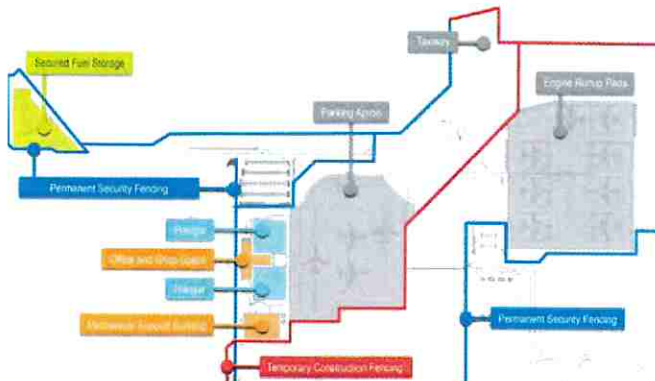


KC-46A AREA DEVELOPMENT PLANS

U.S. Army Corps of Engineers
Mobile and Kansas City districts
McConnell Air Force Base, Kansas

Transition plans called for making McConnell AFB the main operating base for the KC-46A. We developed area development plans for the flightline district, operations group district and dormitory campus. These plans provide a framework for organized future development, giving a logical and consistent basis for short-, mid- and long-range program transitions for each district. The effort included documentation, base infrastructure capacity analysis and phased development plans.

FEDERAL MASTER PLANNING PROJECTS



FACILITY STANDARDIZATION

Air Force Civil Engineer Center (AFCEC)

Multiple locations

We have effectively partnered with AFCEC planners on multiple projects to provide greater standardization and the efficiencies it can support.

We've helped standardize program reporting; develop consistency in the installation development plan process; standardize reports and data collection methods; and enhance the quality of imagery, documents and deliverables. Our partners and their projects benefit from the consistency and enhanced efficiency for analysis and planning purposes.

We work with AFCEC, the U.S. Army Corps of Engineers and other partners to develop dynamic prototypes and standard design-build guidelines and RFP templates for a variety of facility types. These models include provisions for the design and construction of both secure and nonsecure modules. Our prototypes also support as-needed program-level development of underground utilities, paving, parking, storm drainage, exterior and site lighting, site improvements, landscaping, underground communications infrastructure, and all applicable anti-terrorism/force protection measures.



U.S. AIR FORCE INSTALLATION DEVELOPMENT PLAN PROGRAM

U.S. Army Corps of Engineers, Louisville District

Multiple locations

The Air Force Civil Engineer Center (AFCEC) created the Installation Development Plan (IDP) Program as a way to comprehensively review and improve planning at numerous Air Force bases across the country.

We were tasked with developing IDPs for 10 bases, facilitating a broad-based collaborative process to define each installation's planning vision, goals and objectives. The effort included three major objectives:

- Establishing a planning framework that delineates actual and potential area development plans,
- incorporating sustainable development indicators, and
- developing a practical capital investment strategy to support IDP implementations.

The IDP process involves data gathering at each location, beginning with a vision workshop charrette. Information is collected through visual inspections; on-site interviews; meetings with key stakeholders, base leadership and mission partners; and analysis of all base supporting documentation.

Each IDP focuses on maintaining mission sustainability within the installation and identifying risks beyond its boundary that have potential to affect land uses within. Our analysis of airfield clear zones and management action plans for encroachment outside the fence line is a key component of each IDP.

MIXED USE & WORKPLACE MASTER PLANNING PROJECTS



CREATIVE PLANNING OFFICE PARK

Creative Planning, Inc, VanTrust Real Estate, LLC
Overland Park, KS

Burns & McDonnell was the design-builder of a new office complex on a 14-acre site. The project included the implosion of an existing building and further demolition of existing structures as well as extensive site work. Phase I included from the ground up design-build of two office buildings and a parking garage. VanTrust Real Estate, LLC was the project developer and Creative Planning, Inc. wealth management firm is the end-user. The building facades are comprised of metal panels, glass, and stone tile. The parking garage is precast.

- Building 1: A five-story, 125,000 SF office building
- Building 2: A four-story, 102,750 SF office building
- Parking: Surface parking with 730 stalls; as well as a two-level, structured deck precast parking garage with 181 stalls.
- Building 3: A three story, 100,000 SF office building with a 400 precast garage structure.



LIVE/WORK/PLAY PLANNED CONCEPT

(Confidential Client)
Columbia, MO

Burns & McDonnell is currently working on a developer-led 175 acre conceptual master plan in Columbia, MO. The design envisions a forward-looking live/work/play design concept addressing progressive ideas of workplace planning including the re-use or re-purposing of an existing 70's era office building, 360,000 SF of build-to suit office space, hospitality, retail, multi & single-family residential. The design team is also working with a corporate tenant with the intent of consolidating multiple office locations to the master-planned campus.

MIXED USE & WORKPLACE MASTER PLANNING PROJECTS



GE ADVANCED TECHNOLOGY AND RESEARCH CENTER

Qatar Foundation

Doha, Qatar

The architectural design aligned with QSTP master plan while showcasing GE's vision for collaboration. The exterior façade of the building consists of a weather wall and a screen wall which match the master plan concept and provide energy efficient exterior wall assembly in the hot and humid Middle East environment. A rippling perforated stainless-steel canopy reflects the desert landscape's gentle slopes and expresses the facility's high tech nature. The pearl-shaped lecture hall façade is the iconic feature of the building, signifying Qatar's rich history of pearl diving, and serves as the entry way to the campus. The design concept grew from the idea that just as a grain of sand becomes a pearl, a single idea sparks innovation.

The design philosophy was to establish the identity and branding for a major international cutting-edge corporation in the prestigious Qatar Science and Technology Park (QSTP). The GEATRC integrated GE's corporate identity with the Qatar environment and the design style established by the Foundation's master plan to create a space that provides opportunities for education, communication, research, business and social activities.



EAST CAMPUS PLAN

Ameren UE

St. Louis, Missouri

Burns & McDonnell is currently providing master planning services to Ameren in St. Louis, Missouri. Services required for functional programming included:

- Interview Ameren East Campus work groups to determine their personnel growth and operational needs now and in the future.
- Poll the East Campus work groups to identify other Ameren work groups that could benefit from moving to the East Campus to improve adjacencies.
- Work with Facilities Management and Construction to determine which East Campus buildings should be slated for retirement/demolition and replaced with new.
- Produce a summary report of findings.

EXPERIENCE HIGHLIGHTS

PROGRAM MANAGER, ERIC VENABLE MARITIME PROJECTS

TEAM LEADERSHIP'S PORTS & MARITIME EXPERIENCE

Our delivery team for the Port of South Louisiana is led by our Program Manager - Eric Venable. Eric brings to the Port over 23 years of experience in the planning and execution of ports & maritime facilities across the world. Listed below are several partnerships Eric has formed throughout his career.



1. Newport News Shipbuilding
2. Virginia Port Authority - Virginia International Gateway Terminal
3. Georgia Port Authority - Garden City Terminal
4. General Dynamics Electric Boat Shipyard
5. Global Container Terminal - Bayonne, NJ
6. Georgia Ports Authority Colonels Island Terminal

DELIVERABLES

1. Organizational Planning Workshop Report Electronic submission

2. Initial Masterplan (Level I) Electronic submission

1. Executive Summary

2. Project Description/Overview

3. Proposed Site Plan

4. Programming (Port owned properties)

- a. Existing Site Facilities Conditions
- b. Projected Future Program
- c. Conceptual Utility Expansions Based on Available Data and Observations

5. Master Planning

- a. Introduction
- b. Site Assets & Opportunities
- c. Master Planning Concepts
- d. Site Expansion Phasing Diagram
- e. Infrastructure Considerations
- f. Utilities Considerations

6. Summary

- a. Conclusions
- b. Recommendations
- c. Next Steps

7. Conceptual Block Massing Model (Port owned properties)

8. Site Rendering

9. High Level Overview of Implementation Phasing

10. Level 1 Milestone Schedule

11. Appendix

ASSUMPTIONS & CLARIFICATIONS

BMcD submits the proposal, based on the following Assumptions & Clarifications:

- 1. All drawings will be prepared using BMcD Drafting Standards, incorporating Port of South Louisiana requirements as applicable.
- 2. The scope of this effort is based on two site iterations of draft master plan and one final report.
- 3. Local zoning requirements are not defined and may affect the preliminary master plan.
- 4. The project will require a total of twelve full weeks. Ideas and options will be assessed, evaluated and refined in workshops, teleconferences and correspondences during Weeks 1 through 6. Any scope changes after Week 6 will be addressed as an additional service.
- 5. For this phase, the plan will not address issues inside of the buildings.
- 6. Existing planned projects will be incorporated into the plan.
- 7. BMcD will depend upon the accuracy of the information provided by the Port of South Louisiana.
- 8. It is assumed that BMcD will have ready and timely access to the Port of South Louisiana personnel, drawings and files, as necessary and appropriate.
- 9. This phases only includes involvement by BMcD and Port staff. Any involvement with governmental agencies, leasing agents, public relations, facility operators and public hearings are not included in this phase of the master plan.

EXECUTION SCHEDULE

It is anticipated that the scope of work outlined in this proposal will commence within calendar year 2020, based on the following high-level schedule. A formal schedule will be established upon award.

- Week 0: Port of South Louisiana issues Notice To Proceed.
- Week 1: Port of South Louisiana & BMcD conduct Kick-off, review business goals, alignment and initial data gathering.
 - Review business goals
 - Ensure alignment
 - Initial data gathering
 - Organizational Planning Workshop
- Week 2-5: BMcD assess site opportunities, review available infrastructure, adjacency requirements and flows.
- Week 6-7: BMcD develops and issues draft Master planning options.
- Weeks 8-9: BMcD develops draft Initial Masterplan report and Organizational Planning Workshop report.
- Week 10: Port of South Louisiana provides review comments on draft reports.
- Week 12: BMcD issues final version of Initial Masterplan Report and Organizational Planning Workshop report.

TERMS & CONDITIONS

BMcD proposes to use contract terms and conditions previously used for Organizational Assessment task..

COMPENSATION

Burns & McDonnell proposes establishment of a lump sum budget of \$90,000 for delivery of the scope proposed herein. Additional services can be provided on a negotiated billing rate schedule.



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j. Eric Venable, PE | Program Manager - Ports & Maritime Facilities | 757.819.5360 | jevenable@burnsmcd.com

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Organizational Assessment Workshop

July 8, 2020

Today's Schedule

- ▶ Introductions
- ▶ Safety Moment
- ▶ Burns & McDonnell Overview
- ▶ Background & Basis
- ▶ Existing Organizational Structure
- ▶ Understanding of Port Functions
- ▶ Path Forward Recommendations

Your Team



J. Eric Venable, PE
Ports & Maritime Facilities



Scott Chewning, PE, LEED AP
Land Planning & Design



Edwin P. Perez
Molina, M. Arch
Strategic Planning



Michelle Harrison, CF APMP
Marketing & Deliverables

Hand-picked specifically for this effort, our team brings a *combined 70+ years experience* designing, engineering, and serving clients throughout the Southeastern US.

SAFETY MOMENT

Burns & McDonnell Overview

#1

**Designer of
the Year**

Texas & Louisiana

Engineering News-Record 2019

DEPTH

50+

**OFFICES
WORLDWIDE**

COMMITMENT

**100%
EMPLOYEE-
OWNED**

STRENGTH

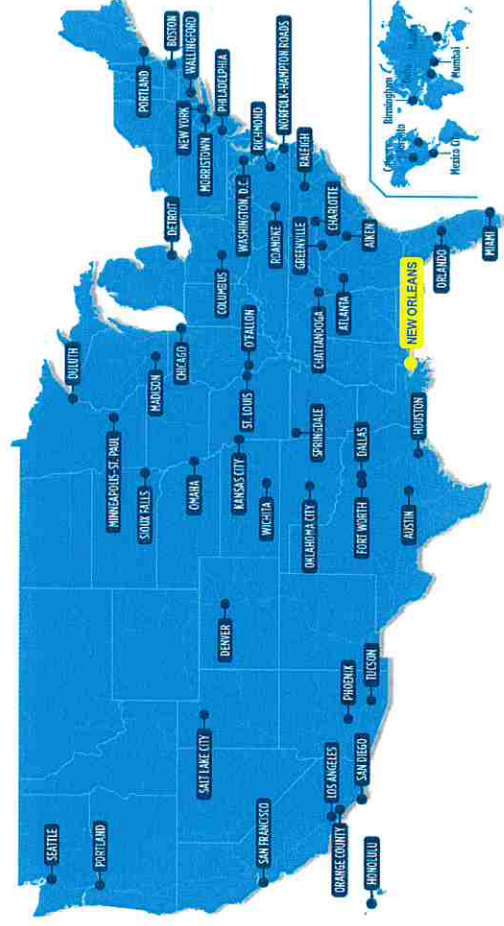
**MORE THAN
7,000
PROFESSIONALS**



ESOP Association



PSMJ's
PREMIER AWARD
FOR CLIENT SATISFACTION



Ports & Maritime Facilities

Port of South Louisiana's Program Manager, Eric Venable, brings 24 years of professional services of focused on maritime and industrial waterfront facilities.

1. Newport News Shipbuilding
2. Virginia Port Authority – Virginia International Gateway Terminal
3. Georgia Port Authority – Garden City Terminal
4. General Dynamics Electric Boat Shipyard
5. Global Container Terminal – Bayonne, NJ
6. Georgia Ports Authority Colonels Island Terminal



Land Planner & Master Planning

Port of South Louisiana's Land Planner and Designer, Scott Chewning, brings 18 years of professional services creating master plans that support both current and future project goals.

1. YUPO Corporation America
Facility Expansion Master Plan
2. Norfolk Redevelopment and
Housing Authority (NRHA)
Stormwater Master Plan
3. NRHA Grandy Village Multi-
Family Development Master
Plan
4. NRHA Lincoln Park
Redevelopment Master Plan

Port of South Louisiana's Strategic Planning, Edwin Molina, brings 21 years of professional services focused on master planning, business and technology development, and process design.

1. Intas Biopharmaceutical
Biosimilar Manufacturing
Facilities Master Plan
2. Genetech CCP2 Capacity
Expansion Master Plan
3. AztraZeneca Site Master Plan
Study
4. Augen Manufacturing Limited
Site Master Plan Study

Background & Basis

The BMcD team is most appreciative to the Port for allowing us access to your key leadership, staff, and facilities. During this time, we developed a solid understanding of the Port's makeup:

1. Organizational and Operational Structure
2. Physical Facilities and Characteristics
3. Path Forward for Creating a Long-Term Vision and Master Plan



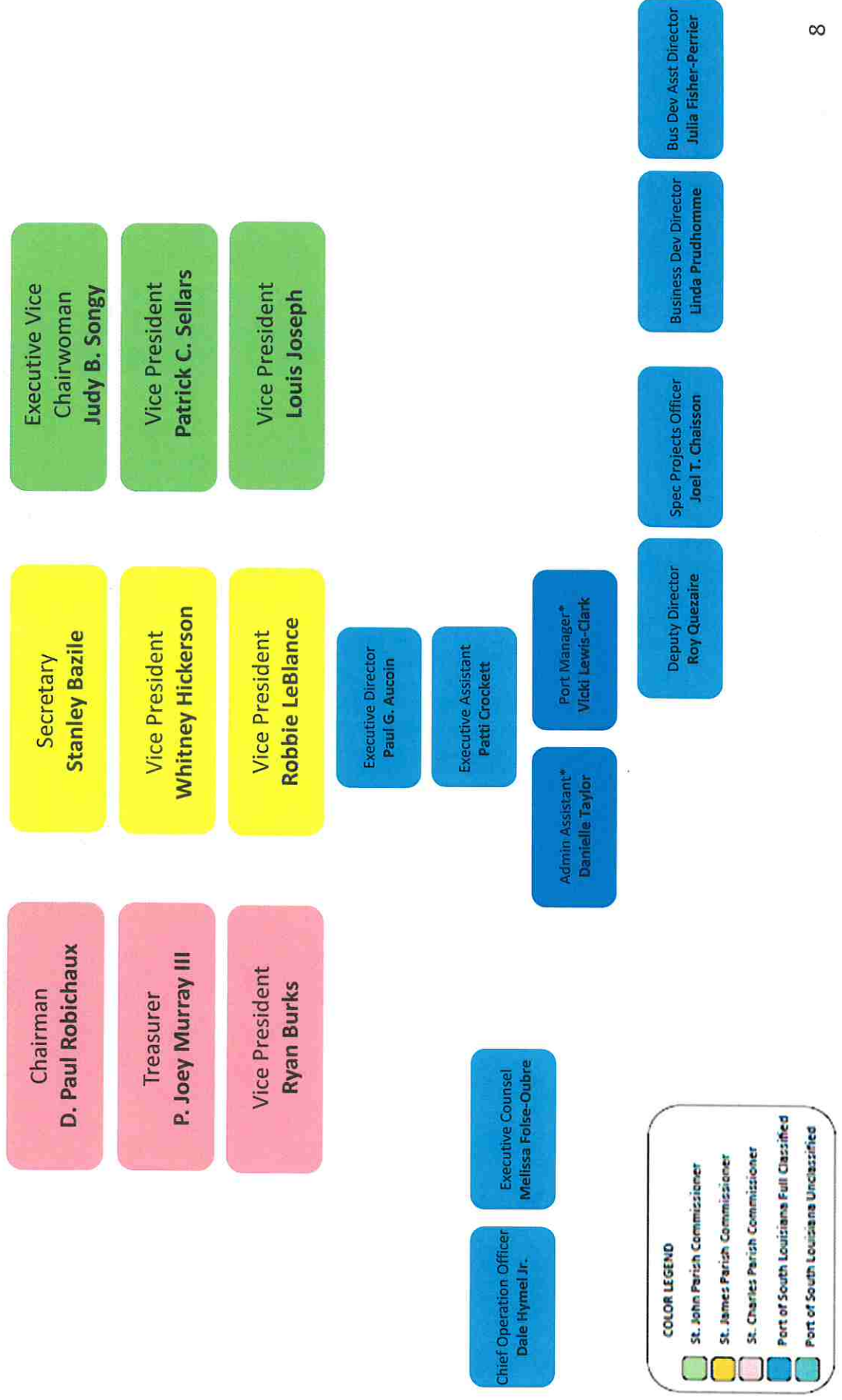
Existing Organizational Structure

Accomplished Tasks:

- ▶ Distinguished Port employees by appointed, contract or civil services.
- ▶ Described each role, responsibilities and direct reports.
- ▶ Captured interviewee feedback which helped form collective recommendations.
- ▶ Identified drives to improve potential tenants' interest while searching for land within the port area.
- ▶ Received talent retention suggestions and incentive solutions.
- ▶ Uncovered potential for community relations and public interaction to enforce the Port involvement.
- ▶ Facility, communication and technology improvement opportunities were captured as potential structured plan for the port.



Existing Organizational Structure



Understanding of Port Functions

- ▶ Intermodal Infrastructure (Globalplex)
- ▶ Marine Operations Division
- ▶ Port of South Louisiana Regional Airport
- ▶ Foreign Trade Zone Administration
- ▶ Tenant/Stakeholder Administration
- ▶ Economic Development



Path Forward Recommendations

- ▶ **Organizational Plan**
- ▶ **High-Level Master Plan**

Our Mission: Make Our Clients Successful



Path Forward Recommendations

► Organizational Plan

Resulting Organizational Plan Recommendations May Include:

- Port Leadership and Staff Reorganization
- Consolidation and/or redefinition of roles/responsibilities
- Reporting structure
- Succession and transition planning
- Operational functions (marine, rail, air, ground, warehousing, manufacturing, logistics, realty)
- Reorganization of profit centers
- Use of third-party vendors

Our Mission: Make Our Clients Successful

Client Success Comprehensive Capabilities



Experience



Innovative Solutions



Partnerships



Path Forward Recommendations

► High-Level Master Plan

Supports an overall vision for the Port's future growth by addressing the following:

- Projection of current capacities, forecast, and strategic plan for next 5-20 years
- Evaluation of current operations for improvements in flexibility and efficiency
- Identify Port's Future Project availability based on known Industrial Sites available
- Incorporation of projected capital projects into a cohesive plan
- Determination of anticipated effects on supporting infrastructure
- Upon agreement on a concept option, development of an implementation plan for cash outlay and timing.

Our Mission: Make Our Clients Successful

Client Success Comprehensive Capabilities



Experience



Innovative Solutions



Partnerships



