

PORT OF SOUTH LOUISIANA
REGULAR COMMISSION MEETING
WEDNESDAY, SEPTEMBER 16, 2020
VIA VIDEO/TELECONFERENCE
2:00 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 video/teleconference at the posted date and time:

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

Webinar ID: 876 9541 5403; Password: 342481

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

<https://us02web.zoom.us/j/87695415403?pwd=ZkF5Z2d4dUIPb3VQR3pEKzZaQ2orQT09>

Password: 342481

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 HICKERSON

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
August 19, 2020

5. FINANCIAL REPORT TREASURER MURRAY
July 31, 2020

6. DIRECTOR’S REPORT..... EXECUTIVE DIRECTOR AUCOIN

7. NEW BUSINESS AND PUBLIC COMMENTS CHAIRMAN

- A. Consider approval of emergency dredging work at PSL Marine Operation Barge Dock
- B. Consider contributing to American Association of Port Authorities (AAPA) Hurricane Relief Fund
- C. Consider agreement with Gulf South Engineering and Testing, Inc. – construction materials and testing and special inspection services for Dock Reinforcement Project (SPN H. 009331)
- D. Consider agreement with South Central Planning and Development Commission to provide project management and other support services – EDA Award 08-01-05363, Globalplex Road and Drainage Improvements
- E. Consider consulting and advisory services agreement with Sabiston Consultants, LLC
- F. Consider consulting services agreement with Aux Initiatives, Inc.
- G. Consider 4th amendment to cooperative endeavor agreement between the Port of South Louisiana and Nicholls State University – coastal erosion

8. COMMISSIONERS COMMENTS

9. ADJOURNMENT

CALLED PURSUANT TO ARTICLE II OF THE PSL BYLAWS

Instructions for joining the meeting via Zoom:

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Password: 342481

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.

Maintenance Dredging I, LLC10557 Airline Drive
St Rose, LA 70087

Phone #

504-737-1600

Fax #

504-737-1660

REMIT TO:
10567 AIRLINE HWY
ST. ROSE, LA 70087**Invoice**

Date

9/8/2020

Invoice #

POSLMO9820

Bill ToPort of South Louisiana
171 Belle Terre Blvd.
P.O. Box 909
Laplace, LA 70068**Ship To**Port of South Louisiana
171 Belle Terre Blvd.
P.O. Box 909
Laplace, LA 70068

P.O. Number

Terms

Due Date

Ship

Via

F.O.B.

Project

Net 15

9/23/2020

9/6/2020

Marine Op Doc

Quantity

Item Code

Description

Price Each

Amount

1 70129

DREDGING @ LUMP SUM AND MOB/DEMOB

175,000.00

175,000.00

1.83 70133

Trash Time

1,650.00

3,019.50

Thank you for your business.

Total

\$178,019.50



P. 504-737-1600
F. 504-737-1660
www.mdi-dredging.com
Louisiana 50293

September 3, 2020

Port of South Louisiana
Attn: Brian Cox, Director of Operations
171 Belle Terre Blvd.
LaPlace, LA 70068

RE: MARINE OPERATIONS DOCK DREDGING/JETTING

Dear Mr. Cox:

In reference to the need for dredging/jetting at the Marine Operations Dock, we are pleased to provide you with the following quote:

To supply one water injection/suction dredge fully operated, maintained, supervised, and insured along with its support equipment for a lump sum price of **\$175,000.00 (One Hundred Seventy-Five Thousand Dollars NO/100)**. This price includes mobilization and demobilization and in-house before and after surveys by our company of the dredging site. Any downtime due to debris (trash, cable, rope, logs, etc.) and/or standby due to ship or barge traffic directed by POSLA are at an additional rate of \$1,650.00 (One Thousand Six Hundred Fifty Dollars and NO/100) per hour.

MDI plans to dredge and jet, as required, for barge flotation and boat draft. We will coordinate with dock personnel and work around daily operations.

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

Sincerely,

Justin E. Tassin
VP of Maritime Operations

MEMO

TO: COMMISSIONERS

FROM: PAUL G. AUCOIN, EXECUTIVE DIRECTOR

DATE: SEPTEMBER 2, 2020

SUBJECT: DREDGING EMERGENCY

Due to the significant drop in the river level, our Marine Operations barge is now sitting on the river bottom. The water level is low enough that our vessel props are touching bottom which can cause damage as well as water intakes sucking up sediment. In light of this emergency and to avoid personal injury and/or property damage, please be advised that I will be contacting our current dredging company of record to provide the necessary services to return our Marine Operations barge to a safe docking position.

If you have any questions, please do not hesitate to contact me.

Best regards,





A Note From AAPA Chairman Gary Nelson Regarding Hurricane Laura Relief

Dear Fellow Port CEOs:

Most of you have watched the devastation that has unfolded in the Gulf Coast of Louisiana and Texas from Hurricane Laura. Our hearts and prayers go out to all of those who will be devastatingly impacted including several of our member ports. AAPA's Emergency Relief Fund is prepared to provide immediate support to our colleagues and friends in the Gulf, however we need your help.

The Relief Fund is made possible through contributions from our member ports, ISPs and their staffs. Consider donating to the fund so that we can continue to provide much needed assistance as soon as possible. The strength of this association is in the way we are able unite in support of one another. Our long history of cooperation is the cornerstone of AAPA and the thing that will get us through this crisis as Ports United.

Over the past 15 years, the fund has provided immediate help to port authority employees throughout the hemisphere affected by hurricanes, major storms, floods, earthquakes and wildfires. Help us to do more and serve those in need.

AAPA stands ready to provide short-term financial relief through the AAPA Port Employees Emergency Relief Fund to full-time port staff who may have suffered catastrophic losses, such as loss of, or severe damage to, their home and/or belongings. The cash grants constitute that much-needed first-dollar help while employees are scrambling to provide their families with food, clothing, shelter, and other necessities during the initial recovery.

If you would like to make a tax deductible contribution, checks can be made payable to "Foundation for Seaports of the Americas" and sent to AAPA, 1010 Duke Street, Alexandria, Virginia c/o Relief Fund. If you have questions or need further instructions, feel free to contact Mary Beth Long, Vice President of External Affairs at mblong@aapa-ports.org.

Thank you in advance for your gracious consideration.

Warm Regards,
Gary G. Nelson, Chair

Port of Grays Harbor

Mary Beth Long
Vice President of External Affairs
American Association of Port Authorities

C: 703-254-7097

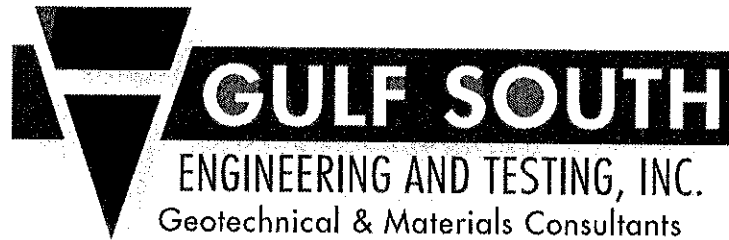
E: mlong@aapa-ports.org

Jennifer Marusak, MA, CPE
Executive Director

cell: 225-572-1916

[Jmarusak@bellsouth.net](mailto:jmarusak@bellsouth.net)

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May 7, 2020

SENT VIA EMAIL ONLY:
brent.jones@aecom.com
vlclark@portsl.com

Brent Jones, PE, SE
Structural Engineer
AECOM
1515 Poydras Street, Suite 2700
New Orleans LA 70112

Vickie Lewis-Clark
Port of South Louisiana
Post Office Box 909
LaPlace, Louisiana 70069-0909

Subject: Construction Materials Testing & Special Inspection Services
Globalplex Intermodal Dock Reinforcement (SP H.009331)
Globalplex Equipment Improvements (SP H.12208)

Dear Mr. Jones / Ms. Lewis-Clark,

Gulf South Engineering and Testing, Inc. (Gulf South) is pleased to submit our qualifications (*Written Proposal & Fee Proposal Form*) for the referenced *Request for Proposals*.

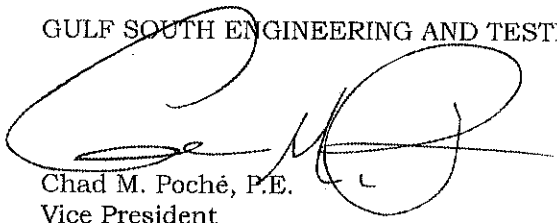
Gulf South's laboratory follows all guidelines and standards of ASTM and/or AASHTO. Certification is in progress from USACE, CCRL, and AASHTO.

This letter also specifically certifies that, as Gulf South's Vice President, I am authorized to bind the firm to the contents of this submittal.

Should you have any questions, or wish to discuss any details of the enclosed further, please contact me.

Sincerely,

GULF SOUTH ENGINEERING AND TESTING, INC.



Chad M. Poché, P.E.
Vice President

attachments



ENGINEERING AND TESTING, INC.
Geotechnical & Materials Consultants

OVERVIEW

Gulf South Engineering and Testing, Inc. (Gulf South) is a geotechnical engineering and construction materials testing and inspection company that began operations in 2011. Since that time, we have grown to 2 offices and over three dozen employees. Gulf South provides a broad range of geotechnical related services and completes more than 300 construction materials testing and inspection projects and over 100 geotechnical engineering projects each year. These projects typically include soil borings (shallow and deep borings), laboratory testing (AASHTO, ASTM methods, etc.), soil classification (USCS), geotechnical engineering, and construction material testing and field inspection.

Gulf South is a woman-owned, Hudson Initiative-certified small business in Louisiana and a certified small, disadvantaged business enterprise (DBE). The firm is further certified as an SLDBE by the City of New Orleans and all participants of the LA Unified Certification Program (LUCP).

LOCATION REPRESENTATION AND KNOWLEDGE OF LOCAL CONDITIONS

Gulf South is headquartered at **15 Veterans Memorial Boulevard in Kenner, Louisiana**, with a project office in Gonzales. Our Kenner headquarters, which houses our laboratory and field/testing equipment, is **approximately 20 miles from the Globalplex Project Site**. The firm has been at this location **since April 2019**, and **have been headquartered in Kenner since 2011**.

Our employees are all **regionally-based Louisiana residents**, and we have been a **Louisiana-based firm** since our inception. We have the appropriate number of employees and personnel for this contract and will complete our scope of services on time and within budget; our current workload is such that we can expeditiously complete tasks assigned under this contract. **All work and revenue for our team is performed by Louisiana residents and remains in Louisiana.**

As a firm, we have **performed hundreds of testing and inspection services throughout the region**, for projects as small as a house pad to the \$1.2 billion North Terminal Project at the Louis Armstrong New Orleans International Airport. We have specific experience with port & marina projects and with pond, river, and tidal projects.

TESTING LABORATORY CREDENTIALS & STAFFING

Gulf South's laboratory is equipped to serve the specific needs of our clients and managed by trained and experienced personnel. All testing is performed in accordance with ASTM and/or other approved procedures. Gulf South routinely performs soil and concrete strength testing (unconfined and triaxial), soil classification tests (Atterberg limits, moisture content, density, particle size), soil and aggregate sieves, organic content, pH, soil resistivity, and moisture/density relationships (Proctor tests). Gulf South's laboratories are managed by full time, experienced, managers and staff.

Gulf South is in the final stages of receiving certification from **AASHTO** and the **USACE** for our laboratory. Certified test methods, at a minimum, include **ASTM D4318, D2435, D2216, D2850, and D1140**. If needed prior to obtaining the certifications, Gulf South has good relationships with other local accredited laboratories that can perform any required testing.

To meet the criteria noted in the RFP, Gulf South offers the following personnel.

Three ACI-Certified Concrete Technicians

Gulf South's **Christopher Boutwell** serves as a CMT Supervisor in Gulf South's Kenner office and is responsible for scheduling technicians, technical training, resolving technical and personnel issues, equipment maintenance, preparing proposals, reviewing reports, and client interaction. Mr. Boutwell's construction monitoring experience includes nuclear density testing, concrete testing and inspection, asphalt inspection, earthwork testing and inspection, driven pile inspection, vibration monitoring, augercast pile inspection, and drilled shaft inspection. His certifications include *ACI Concrete Field Testing – Grade I*; *APNGA Nuclear Moisture/Density Gauge Training*, and; *OSHA Safety Training*. He joined Gulf South in 2012.

Peyton Callaghan joined Gulf South in 2017 and serves as an Engineering Technician for the firm. He has been provided field and laboratory testing services for many projects. He holds certification in *ACI Concrete Field Testing – Grade I*.

Cory Paille serves as the CMT Supervisor in Gulf South's Gonzales office. Mr. Paille's construction monitoring experience includes nuclear density testing, concrete testing and inspection, asphalt inspection, earthwork testing and inspection, driven pile inspection, vibration monitoring, augercast pile inspection, and drilled shaft inspection. He has worked on a wide range of projects from testing fill pads for single family residences to full time field supervision and inspection for multi-million dollar developments. He holds certifications in *ACI Concrete Field Testing – Grade I*, *NASSCO PACP*, *MACP*, *LACP Inspector*; *APNGA Nuclear Moisture/Density Gauge Training*, and; *OSHA Safety Training*.

One AWC-Certified Welding Inspector

One Structural Steel Field Bolting Inspector (Inspect High-Strength, Field-Bolted Connections)

Both of these requirements are satisfied via our subcontractor **Mark Meredith** of Intertek PSI. Mr. Meredith has performed materials testing services on a variety of projects, ranging from single story to multiple level commercial, municipal and medical facility structures. He has operated in the capacity of resident special inspector for structural steel, welding and NDE inspections. Further, Mr. Meredith has the rare combination of Certified Welding Inspector (CWI), Level II NDE (Ultrasonic & Magnetic Particle), and ICC Structural Steel and Bolting Inspector certifications, which brings added value to projects by having one source for inspections and communication. Mr. Meredith joined Intertek PSI in 2005 and serves as a Senior Technician.

One SSPC-Level 2 Certified Paint Inspector

This requirement is met via our subcontractor, **Karl Falcon**, of Intertek PSI. Mr. Falcon has over 33 years of experience, starting with serving as a Paint Crew Supervisor with North American Shipbuilders. Career highlights include contract consulting on various paint and blast projects, both on land and offshore. Mr. Falcon serves as an NACE Certified Coating Inspector (NACE CIP Level 2, #12673) for Intertek PSI; he joined the firm in 2011.

In addition to the personnel noted above, Gulf South maintains two full-staffed offices to provide services, including administrative, project management, laboratory, and engineering personnel.

PROOF OF INSURANCE

Gulf South is **fully insured to provide the services we execute**; a sample Certificate of Insurance is included herein, with more detailed discussion available upon request.

COMPANY EXPERIENCE – REPRESENTATIVE PROJECTS

Since our inception in 2011, Gulf South has completed many high-value construction projects involving costs of \$10 million or more. The projects shown below, all completed in the last five years, all meet this criteria and are presented for your review. Client contacts are provided for each project shown.

Mid City Apartments (Phase II)

New Orleans, Louisiana

Gulf South performed field and laboratory testing services during the construction of multiple apartment buildings, including paving & roadways, located at 3601 Conti Street in New Orleans. Our services consisted of monitoring pile installation, vibration monitoring, pile load test, concrete testing and inspection, structural steel inspection, welding inspection, and earthwork monitoring. The project's total construction cost was estimated at \$12 million. (\$50,653 (fee); 2020)

Edwards Communities Construction Co., LLC (Columbus OH); Drew Lajuene; drew.lajuene@edwardsccc.com

Charity Hospital Redevelopment Project

New Orleans, Louisiana

Gulf South provided all construction materials and environmental testing for the project, which involved the complete renovation of the Charity Hospital Building (more than 1 million sf) in New Orleans, Louisiana. Inspection and testing consisted of soil borings, laboratory testing, asbestos abatement, concrete testing, mortar testing, steel coupon testing, concrete coring, and building envelope testing. The project's total cost was \$500 million. (\$200,000 (est. fee); ongoing)

1532 Tulane Holdco, LLC (New Orleans LA); Joe St. Martin; jsm@1532tulane.com

FEMA Submerged Roads Program: Read Boulevard East Group D

New Orleans, Louisiana

Gulf South performed construction materials testing and inspection during construction of the project. Testing consisted of concrete, asphalt, and earthwork. Total project cost was \$11 million. (\$22,802 (fee); ongoing)

City of New Orleans Dept. of Public Works; Keith Lagrange, Director, 504-658-8000; keith.lagrange@nola.gov

Bonnet Carre Spillway Pit Location

Bonnet Carre Spillway Pit Location

Gulf South performed testing and inspection during construction of excavation and stock piling for a U.S. Army Corps of Engineers borrow pit. Testing consisted of earthwork construction (density tests, moisture, original content). Total project cost was \$10 million. (\$5,000 (fee); ongoing)

Greenup Industries (Kenner LA); Jamal Bates, 225-772-9527; jbates@greenupind.com

Hagan Lafitte Drainage Updates

New Orleans, Louisiana

Gulf South performed construction materials testing and inspection during construction of the project. Testing consisted of density tests, concrete, asphalt, and earthwork. Total project cost was \$13 million. (\$85,562 (fee); ongoing)

Stantec (New Orleans LA); Ryan LeBlanc, 504-322-3050; randy.leblanc@stantec.com

Chackbay Elementary School

Thibodaux, Lafourche Parish, Louisiana

Gulf South provided the field and laboratory testing and inspection during construction (CMT) of a new school. Gulf South's services consisted of pile driving inspection (timber - plant and site), concrete testing and inspection,

earthwork and roadway base testing and inspection, performing a pile load test, steel inspection, welding inspection and bolt inspection. The project was valued at \$16 million. (\$44,722 (fee); 2018)

Lafourche Parish School Board/Gossen-Holloway & Associates (Thibodaux LA); Skipper Holloway, 985-447-9229

Replacement of Sewer Pump Station (SPS) 8

Sewerage & Water Board of New Orleans, Louisiana

Project consisted of the replacement of a sewer pump station for the Sewerage & Water Board of New Orleans. Gulf South provided field and laboratory inspection and testing of materials during construction (CMT). Our scope of services included performing: a pile load test, pile plant inspection, pile monitoring during installation, vibration monitoring, concrete testing and inspection, earthwork testing and inspection including field density tests, and steel inspection. The project was valued at \$15 million. (\$103,411 (fee); 2019)

Sewerage & Water Board of New Orleans; Chris Bergeron, P.E., 504-865-0630; cbergeron@swbno.org

Louis Armstrong New Orleans International Airport: North Terminal Concourse A

Kenner, Louisiana

Gulf South performed field and laboratory testing during construction of the Terminal Building Project at the Louis Armstrong New Orleans International Airport in Kenner, Louisiana. Gulf South provided QA oversight of the contractor for the owner for this \$1.2 billion project which consists of the construction of a new terminal facility including a new 800,000 sf building, vehicle ramps, parking, etc. QA inspection consists of pile monitoring, concrete inspection and testing, earthwork testing and inspection, and steel inspection. The overall project is valued at \$1.2 billion. (\$60,000 (fee); 2019)

Terracon Consultants, Inc. (New Orleans LA); Daren L. Thomas, P.E., 504-818-3638; Daren.Thomas@terracon.com

Mid City Apartments (Phase I)

New Orleans, Louisiana

Gulf South performed field and laboratory testing services during the construction of multiple apartment buildings, including paving & roadways, located at 3601 Conti Street in New Orleans. Scope of services consisted of vibration monitoring, timber pile inspection at the plant and during driving, earthwork testing & inspection, concrete testing & inspection, steel inspection, welding inspection, and mold remediation. Construction layout surveying services were executed as part of Phase II of the project. Two construction benchmarks (CBMs) were established (apartment building & parking garage), and property corners were recovered/re-established with offsets. Services currently being executed include layout of 1,300 (+/-) piles; once all piles have been driven, layout of building corners will occur. The project total was \$15 million. (\$200,000 (fee); 2019)

Edwards Communities Construction Co., LLC (Columbus OH); Ricky Smith; ricky.smith@edwardsccc.com

Louis Armstrong New Orleans International Airport: North Terminal – Terminal Building

Kenner, Louisiana

Gulf South performed field and laboratory testing during construction of the Terminal Building Project at the Louis Armstrong New Orleans International Airport in Kenner, Louisiana. Gulf South provided QA oversight of the contractor for the owner for this \$1.2 billion project which consists of the construction of a new terminal facility including a new 800,000 sf building, vehicle ramps, parking, etc. QA inspection consists of pile monitoring, concrete inspection and testing, earthwork testing and inspection, and steel inspection. The project was valued at \$1.2 billion. (\$2M (fee); 2019)

Terracon Consultants, Inc. (New Orleans LA); Daren L. Thomas, P.E., 504-818-3638; Daren.Thomas@terracon.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALEXANDER AND SANDERS INSURANCE AGENCY, INC. 4610 BLUEBONNET BLVD., SUITE A BATON ROUGE LA 70809		CONTACT NAME: Debbie Rachal PHONE (A/C, No. Ext): (225) 295-2995 FAX (A/C, No): (225) 368-2145 E-MAIL ADDRESS: info@alexsand.com													
INSURED GULF SOUTH ENGINEERING AND TESTING, INC. 15 VETERANS MEMORIAL BLVD KENNER LA 70062		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: CNA-Continental Casualty Co</td><td>NAIC # 20443</td></tr><tr><td>INSURER B: BDP-Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER C: CNA-American Cas Co of Reading, PA</td><td>20427</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: CNA-Continental Casualty Co	NAIC # 20443	INSURER B: BDP-Berkley Insurance Company	32603	INSURER C: CNA-American Cas Co of Reading, PA	20427	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: CNA-American Cas Co of Reading, PA	20427														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 20/20AutoUmb 19/20PLBOPWC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6074632509	12/30/2019	12/30/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6079912472	3/16/2020	12/30/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6080428143	2/28/2020	12/30/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	680147881	12/30/2019	12/30/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
B	PROFESSIONAL LIABILITY CLAIMS MADE FORM			AEC-9029609-03	6/3/2019	6/3/2020	<table border="1"><tr><td>PER CLAIM</td><td>\$2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$2,000,000</td></tr></table>	PER CLAIM	\$2,000,000	AGGREGATE	\$2,000,000										
PER CLAIM	\$2,000,000																				
AGGREGATE	\$2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured on General Liability and Auto Liability along with a Waiver of Subrogation as required by written contract; this insurance is primary and non-contributory as required by written contract. Waiver of subrogation included on Workers Compensation policy as required by written contract.

THIS CERTIFICATE SUPERCEDES AND REPLACES ALL PREVIOUSLY ISSUED CERTIFICATES.

CERTIFICATE HOLDER**CANCELLATION**

Gulf South Engineering and Testing, Inc. 15 Veterans Memorial Blvd. Kenner, LA 70062	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wyatt Sanders/TEDDY
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Construction Materials and Special Inspection Testing Services Proposal Fee Form

Base Scope Item No. 1 Concrete Testing Services					
Description	Quantity	Unit	Unit Price	Unit Price Extension	Remarks
Review of concrete mix designs	2	Each	\$ 190	\$ 200	Two mix designs to be reviewed
Concrete inspection in the field	90	Hour	\$ 50	\$ 4,500	Includes testing for slump and air content
Concrete cylinder molded during inspection, cured and tested in compression	60	Each	\$ 12	\$ 1,080	Structural Concrete tests per Specification Section 03300
Concrete cylinder pick-up from site	60	Hour	\$ 50	\$ 3,000	Samples to be picked up from site within 20 hours of casting cylinders, inclusive of mileage.
Subtotal for Base Item No. 1				\$ 8,780	

Notes:

1. Unit Prices: This form shall be used for any and all work required by the Contract Documents and as specified in the Request for Proposals (RFP) described as unit prices. Amounts shall be stated in figures and only in figures.
2. All quantities are estimated. The Construction Materials Testing Laboratory/Inspection Services Company will be paid based upon quantities as verified by the Owner.

Construction Materials and Special
Inspection Testing Services

Port of South Louisiana
Globalplex Intermodal Dock Reinforcement

Base Scope Item No. 2 Structural Steel Field Welding and Bolting Inspection Services					
Description	Quantity	Unit	Unit Price	Unit Price Extension	Remarks
Weld Inspector - AWS field welding inspection	300	Hour	\$84	\$25,200	An AWS-certified welding inspector shall inspect all field welds per Specifications and AISC 360, 14th Edition, Table N.5.4-1 thru 4-3. One-hundred percent (100%) of all fillet welds for new crane rail structural steel connections shall be tested with magnetic particle (MT) testing procedures
High-strength field bolting inspector	120	Hour	\$84	\$10,080	Field-bolting connections shall be inspected and tested per Specifications and AISC 360, 14th edition, Tables N.5.6-1 thru 6-3
Subtotal for Base Item No. 2				\$35,280	

Notes:

1. Unit Prices: This form shall be used for any and all work required by the Contract Documents and as specified in the Request for Proposals (RFP) described as unit prices. Amounts shall be stated in figures and only in figures.
2. All quantities are estimated. The Construction Materials Testing Laboratory/Inspection Services Company will be paid based upon quantities as verified by the Owner.

Base Scope Item No. 3 Paint Inspection					
Description	Quantity	Unit	Unit Price	Unit Price Extension	Remarks
On site paint inspector	120	Hour	\$ 100	\$ 12,000	Paint inspection in accordance with Section 09900 for new steel and existing steel repairs performed in the field
Paint inspection written report	4	Report	\$ 45	\$ 180	Paint inspector shall report locations of noted deficiencies and damage
Subtotal for Base Item No. 3				\$ 12,180	

Base Scope Item No. 4 Electrical Testing Services					
Description	Quantity	Unit	Unit Price	Unit Price Extension	Remarks
Electrical testing	0	Hours			Grounding, load current and conductor testing in accordance with electrical drawings and Division 16 of the specifications
Subtotal for Base Item No. 4					

Notes:

1. Unit Prices: This form shall be used for any and all work required by the Contract Documents and as specified in the Request for Proposals (RFP) described as unit prices. Amounts shall be stated in figures and only in figures.
2. All quantities are estimated. The Construction Materials Testing Laboratory/Inspection Services Company will be paid based upon quantities as verified by the Owner.

Construction Materials and Special
Inspection Testing Services

Port of South Louisiana
Globalplex Intermodal Dock Reinforcement

Base Scope Item No. 5 Project Meetings					
Description	Quantity	Unit	Unit Price	Unit Price Extension	Remarks
Meeting attendance by designated representative	15	Each	\$400	\$6,000	Meetings on site or at Port offices to coordinate the work with the Owner and the Contractor. Meetings include: Special Inspections Coordination Kick-Off Meeting, Pre-Construction Meeting, monthly "look-ahead" meetings, and several pre-work planning meetings. Estimated duration 4-hours inclusive of travel and mileage.
Subtotal for Base Item No. 5				\$6,000	

Total Price for Base Scope Items No. 1 - 5

\$62,430

Notes:

1. Unit Prices: This form shall be used for any and all work required by the Contract Documents and as specified in the Request for Proposals (RFP) described as unit prices. Amounts shall be stated in figures and only in figures.
2. All quantities are estimated. The Construction Materials Testing Laboratory/Inspection Services Company will be paid based upon quantities as verified by the Owner.

D

PROFESSIONAL SERVICES CONTRACT

PART I - AGREEMENT

THIS AGREEMENT, entered into this ____ day of ____, 2020, by and between the South Central Planning and Development Commission, hereinafter called the “**District**,” acting herein by Kevin P. Belanger, Chief Executive Officer of the District, hereunto duly authorized, and the Port of South Louisiana, hereinafter called the “**Port**,” acting herein by Paul G. Aucoin, Executive Director.

WITNESSETH THAT:

WHEREAS, the Port desires to implement **EDA Project Number *******, a Public Works Program project funded by the U. S. Department of Commerce and administered by the Southwest Regional Office of the Economic Development Administration (hereinafter “the Project”); and

WHEREAS, the Port is and will act with authority as the Fiscal Agent for the EDA funded Project identified above, and

WHEREAS, the Port desires to engage the District to render certain project management, reporting and support services in connection with the EDA Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the District shall commence on **** 2020. All of the services required and performed hereunder shall be completed no later than **** 2025.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the PORT and its agents. No charge will be made to the District for such information and the PORT and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the contract.
4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **FIFTY-SIX THOUSAND, TWO HUNDRED FIFTY** dollars (\$56,250). Payment to the District shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District’s responsibilities and services required under this agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of **FIFTY-SIX THOUSAND, TWO HUNDRED FIFTY** dollars (\$56,250) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the scope of work.
5. **Indemnification** – The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, defend, indemnify, and hold harmless the PORT, its agents, employees and commissioners from and against any claims that may arise of whatever nature or kind brought by anyone as a result of the District’s actions or inactions taken pursuant to the Project, and

shall assume full responsibility for administering the Project identified above.

6. **Miscellaneous Provisions**

1. This Agreement shall be construed under and in accord with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in St. John the Baptist Parish Louisiana.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
3. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This Agreement constitutes the entirety of the parties' rights and obligations concerning the Project, and no other contractual provisions shall be operable unless this Agreement is amended as stated.

7. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

**PORT OF SOUTH LOUISIANA COMMISSION
AND**

**SOUTH CENTRAL PLANNING
DEVELOPMENT COMMISSION**

**Paul G. Aucoin
Executive Director**

**Kevin P. Belanger
Chief Executive Officer**

Date: _____

Date: _____

Witnesses: _____

Witness _____

**PROFESSIONAL SERVICES CONTRACT
PART II - SCOPE OF SERVICES**

The District shall provide the following scope of services:

1. Project Management

1. Develop a record keeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to PORT personnel on implementation of the EDA Project and regulatory matters pertaining thereto.
4. Furnish the PORT with necessary completed forms and reporting required for implementation of the EDA Project.
5. Assist the PORT in meeting all special condition requirements that may be stipulated in the contract between the PORT and U. S. Department of Commerce, Economic Development Administration, Southwest Regional Office.
6. Prepare and submit all required Project reporting required by EDA Project Number *****, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Project Agreement between the PORT and the EDA Southwest Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the Project.
8. Serve as liaison for the PORT during the implementation and completion of the EDA Project with any monitoring visit by staff representatives from EDA or its Southwest Regional Office.

2. Financial Management

1. Assist the PORT by improving its ability to manage and report progress and use of funds from federal sources through the Southwest Regional Office of the EDA for the Project identified above.
2. Assist the PORT in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified Project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of Project funds on behalf of the PORT, in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.
5. Provide general advice and technical assistance to the PORT and its agents on implementation of the EDA Project and regulatory matters pertaining thereto.

6. Assist the PORT in interpreting and complying with established procedures for the EDA Project and reporting to the Southwest Regional Office.
7. Provide general advice and technical assistance to the PORT and its agents on implementation of the EDA Project and associated regulatory matters.

PROFESSIONAL SERVICES CONTRACT

PART III - PAYMENT SCHEDULE

The PORT shall reimburse the District for grant administration services provided for completion of the scope of work in the amount of **FIFTY-SIX THOUSAND, TWO HUNDRED FIFTY** dollars (\$56,250), based upon milestones depicting percentage completion of the scope of work. The payments to the District will be made from funds provided by the PORT. Milestones established for payment and the amounts paid are as follows:

Payment Schedule

Payment	Amount	Basis of Payment
I	\$ <u>11,250.00</u>	Completion of twenty percent (20%) of the scope of work identified herein.
II	\$ <u>22,500.00</u>	Completion of forty percent (40%) of the scope of work identified herein.
III	\$ <u>33,750.00</u>	Completion of sixty percent (60%) of the scope of work identified herein.
IV	\$ <u>45,000.00</u>	Completion of eighty percent (80%) of the scope of work identified herein.
V	\$ <u>56,250.00</u>	Completion of one hundred percent (100%) of the scope of work identified herein.
Total Payment	\$ <u>56,250.00</u>	

All payments shall be determined by the PORT from its estimates of completion of the entire EDA Project. Payment to the District shall be made from those estimates and in the amounts prescribed above.

PROFESSIONAL SERVICES CONTRACT

PART IV - TERMS AND CONDITIONS

1. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the PORT shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the PORT as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date, provided that the PORT has received benefits from the District commensurate with the amount of such payments.

If the contract is terminated by the PORT as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of the PORT, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the PORT for damages sustained by the PORT by virtue of any breach of the Contract by the District, and the PORT may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due the PORT from the District is determined.

2. **Termination for Convenience of the PORT .** The PORT may terminate this Contract at any time by giving at least ten (10) days notice in writing to the District. If the Contract is terminated by the PORT as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The PORT may, from time to time, request changes in the scope of the services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the PORT and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**
 1. The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the PORT.
 2. All of the services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the PORT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the PORT thereto: Provided, however, that claims for money by the District under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the PORT.
6. **Reports and Information.** The District, at such times and in such forms as the PORT may require, shall furnish the PORT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the PORT.
8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of Louisiana and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
 1. The District will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the PORT setting forth the provisions of this non-discrimination clause.
 2. The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 3. The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 4. The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this contract is on a Project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to the PORT, Award Number **08-01-5277**, supports the Project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to the PORT on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number **08-01-5277**, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Award to the PORT will be provided in a separate GPRA information collection document. EDA will advise the PORT in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the PORT shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the PORT shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the Project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONSULTING AND ADVISORY AGREEMENT

This Consulting and Advisory Agreement (the "Agreement") is by and among **Sabiston Consultants, L.L.C.** ("SC"), a Louisiana limited liability company whose mailing address is 1122 Philip Street, New Orleans, Louisiana 70130 and the **Port of South Louisiana** ("Client"), whose office is located at 171 Belle Terre Boulevard, LaPlace, Louisiana 70068 (herein collectively the "Parties.")

WHEREAS, Client wishes to enter into a contractual arrangement with SC to retain SC as its government affairs consultant relating to local and Federal outreach.

WHEREAS, SC agrees to provide to Client Consulting and Advisory Services ("Services") and the Client agrees to compensate SC for these Services as expressly set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, SC and Client mutually agree to the following terms and conditions.

1. TERM

The term of this Agreement shall be for a period of one (1) year, commencing on the 1st day of October 2020 and terminating on the 30th day of September 2021. Should Client wish to continue its pursuits, this Agreement may be extended by mutual consent of the parties on terms and conditions agreed to by the parties at that time. This Agreement may be terminated by either party by giving the other party thirty (30) days written notice *via* certified mail addressed to the proper party as stated herein below.

2. CONSULTING SERVICES

SC shall provide to Client the following Services:

- Researching and assisting the Client to secure grants from the Federal Government;
- Writing grant applications on behalf of the client; and
- Coordinating with local and federal stakeholders to build support for Client's grant applications.

3. COMPENSATION

It is agreed that the Client shall compensate SC for its Services outlined above for a fee of Seventy Eight Thousand and No/100 Dollars (\$78,000.00), to be invoice monthly in the amount of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00), which payment is due from Client within ten (10) days of

receipt of invoice. Late payments shall be subject to a \$25.00 late fee and interest at the rate of 18% per annum until paid on all past due amounts. Should it become

necessary to obtain an attorney to collect past due balances, the prevailing party shall pay the other parties reasonable attorney fees.

In addition, reasonable travel and other business related expenses shall be itemized and included in the monthly invoices. Travel and other business related expenses shall be the actual cost of said expenses incurred. SC shall submit monthly invoices *via* e-mail to:

Paul Aucoin: paucoin@portsl.com
Patti Crockett: pcrockett@portsl.com

Port of South Louisiana
171 Belle Terre Boulevard
LaPlace, Louisiana 70069-0909
(985) 652-9278

REMIT PAYMENTS TO: Sabiston Consultants LLC
Attn: Accounting Department
10557 Airline Highway
St. Rose, Louisiana 70087

4. EXCLUSIVE RIGHTS

Upon either the expiration or termination of this Agreement, SC has the exclusive right to continue providing its Services to the Client, its affiliates, and/or successors, and to provide any additional representation for the Client in relation to the Client's pursuits. Such fees and conditions shall be negotiated and agreed within thirty days of such event.

5. CONFIDENTIALITY

SC hereby acknowledges that during the performance of this Agreement, SC may learn or receive confidential information from the Client, and therefore, SC hereby confirms that all such information relating to the Client's businesses shall be kept confidential by SC, except to the extent that such information is required to be divulged to legal counsel, clerical or support staff or associates of SC in order to enable SC to perform said contractual obligations. This provision shall survive termination of the Agreement. SC agrees that all work product developed alone or in conjunction with others in connection with the performance of Services pursuant to this Agreement on behalf of the Client, is and shall be the sole property of Client, and SC shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, documentation, research information, memoranda, slogans, and taglines. This information shall be provided at the

Client's request at any time during the term of this Agreement and shall be provided to the Client by SC upon termination of this agreement.

6. INDEPENDENT CONTRACTOR STATUS

It is understood that SC is an independent contractor and, as such, is responsible for payment of all taxes, payments for unemployment compensation, Social Security and other related expenses.

7. NOTICES

Any notice to be given under this Agreement shall be considered as duly given if made in writing and either personally delivered or sent by certified mail, addressed to the appropriate party as designated below:

Sabiston Consultants, L.L.C.
1122 St. Philip Street
New Orleans, Louisiana 70130
Attn: Norma Jane Sabiston

Port of South Louisiana
171 Belle Terre Boulevard
LaPlace, Louisiana 70068
Attn: Paul G. Aucoin

with copy to:

Paula A. Ates
10557 Airline Highway
St. Rose, Louisiana 70087

8. STANDARDS OF PROFESSIONAL CARE

SC is obligated to comply with applicable standards of professional care in the performance of the Services being rendered to the Client. SC shall indemnify and hold harmless Client, its agents, directors, employees and officers against all claims, suits, damages, losses and expenses, arising out of or resulting from the performance of the Services being rendered. Client shall indemnify and hold harmless SC, its agents, directors, employees and officers against all claims, suits, damages, losses and expenses, arising out of or resulting from the performance of the Services being rendered and information provided by Client. It is further understood that SC shall be responsible for complying with all federal, state and municipal laws relating to lobbying disclosure requirements. Client further warrants that no retainer or any other payments to SC shall be from federally-appropriated funds or other funds from restricted or prohibited sources, and that any all payments shall not be in violation of the "Byrd Rule" (31 U.S.C. 1352), any applicable federal acquisition regulations, or any other law or regulation concerning federal contracts, grants, loans, cooperative agreements, or other activities.

9. GOVERNING LAW

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana without regard to its conflicts of laws principles and the venue for all matters shall be the State of Louisiana.

10. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together shall constitute one and the same agreement.

11. ELECTRONIC EXECUTION

This Agreement may be executed electronically by transmitting an executed copy of this Agreement to the other Party by facsimile or e-mail which shall be deemed sufficient and such electronic copy of this Agreement shall be deemed to be an original for all purposes.

12. AUTHORITY AND AGREEMENT

The duly authorized Parties designated below hereby signify their understanding of, and agreement to the terms and conditions contained herein, and that each Party signing below has the authority to bind the company as such by execution of this Agreement, which said terms and conditions become effective upon date of execution.

13. INVALIDITY

Except as to Paragraph 3 herein above, if any other provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

14. RIGHTS AND BENEFITS

Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Parties. The Parties expressly state there are no third-party beneficiaries to this Agreement.

15. ASSIGNMENT

Neither Party shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other Party.

IN WITNESS HEREOF, the Parties have caused this Consulting and Advisory Agreement to be executed on the ____ day of September 2020.

CLIENT:

PORT OF SOUTH LOUISIANA

by:

PAUL G. AUCOIN, EXECUTIVE DIRECTOR

CONSULTANT:

SABISTON CONSULTANTS, LLC

by:

NORMA JANE SABISTON, PRESIDENT

AUX INITIATIVES, LLC

110 Maryland Ave, NE Suite 303 ♦ Washington DC 20002 ♦ Phone: 202-735-5268 ♦ Fax: 202-735-5481

September 15, 2020

Mr. Paul Aucoin
Executive Director/CEO
Port of South Louisiana
171 Belle Terre Blvd.
P.O. Box 909
Laplace, LA 70069-0909
aucoinp@bellsouth.net

RE: Consulting agreement regarding U.S. Army Corps of Engineers between Port of South Louisiana and AUX Initiatives LLC.

Dear Mr. Aucoin:

We appreciate Port of South Louisiana ("Client") retaining AUX Initiatives LLC ("Contractor") to render professional services to you regarding U.S. Army Corps of Engineers matters and your Board. When a new file is opened in our office for a new or existing client, a copy of this letter is promptly mailed or hand delivered to the client. If additional files or matters are undertaken, those matters will be handled by a supplemental agreement.

Our experience has been that it is both very useful and appropriate for the client and us to have a clear understanding both as to the scope of the engagement and to the cost of services. This allows the client to plan for the expected costs of services and prevents unfortunate disagreements or misunderstandings at the conclusion of a particular matter. The charges stated herein are based upon a number of factors, including the time and labor involved, the novelty and difficulty of the types of issues normally presented, and the skill, education and experience required to competently perform the requested services.

SERVICES AND SCOPE OF WORK

For purposes of this engagement agreement, services to be provided to Client will include but not be limited to the following services detailed below. All services to be provided shall be coordinated with Client and shall be provided directly to Client.

1. Assistance with the building and sustaining of relationships with the US Army Corps of Engineers.
2. Attend meetings to listen and render advice to you and your representatives regarding matters that are of interest related to the US Army Corps of Engineers.
3. Assistance with setting up meetings with appropriate individuals with The US Army Corps of Engineers to facilitate Board positions and promote mutual understanding.
4. Negotiations with other person or entities involved in or incident to subparagraphs 1 and 3 above.
5. Such other related matters as requested by you or your representatives.

September 15, 2020

Pursuant to the Lobbying Disclosure Act of 1995 (Section 5), Contractor will register Client with the Clerk of the House of Representatives and the Secretary of the Senate. Contractor is obligated under this Act to report on a quarterly and annual basis specific lobbying issues as it relates to Client activities. AUX Initiatives LLC Senate ID# is 5400384779-176 and House of Representatives ID# is 404680016.

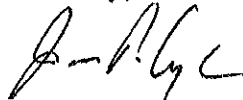
OTHER MATTERS

This office reserves the right to represent other clients on other matters, which are separate and unrelated to this or any other matter which we are handling for you and which this office reasonably believes will not adversely affect our relationship with you.

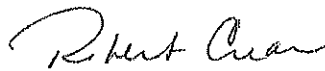
If you are in agreement with the terms of this letter, please sign and return the enclosed copy for our files.

In conclusion, we look forward to representing you by providing the above-described services and your assistance and cooperation is greatly appreciated. Services to be provided are provided on a reasonable effort basis with no guarantee as to the outcome.

Sincerely,



James P. Creaghan
AUX Initiatives, LLC



Brigadier General Robert Crear
U.S. Army Retired
AUX Initiatives, LLC

Thus done, agreed, and accepted in this three (3) page document on the date first above written by the undersigned who represent that they have the full capacity to do so.

Port of South Louisiana
LaPlace, LA

AUX Initiatives LLC
Washington DC 20002



By: Mr. Paul Aucoin
Executive Director/CEO

By: James P. Creaghan
Principal



By: Brigadier General Robert Crear
U.S. Army Retired
Principal

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**4TH AMENDED COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE PORT OF SOUTH LOUISIANA AND
NICHOLLS STATE UNIVERSITY**

All of the terms, conditions and provisions of the prior Agreement, except as modified herein, shall remain the same and continue to be in full force and effect.

WHEREAS, in furtherance of the Port of South Louisiana's cooperation with Nicholls State University and commitment to restoring America's wetlands and ending coastal erosion the parties agree as follow:

SECTION 1. The Port of South Louisiana will continue its partnership with Nicholls State University, Department of Biological Sciences and provide financial assistance in an amount not to exceed Eighteen thousand dollars and no cents (\$18,000) to assist with its endeavor to end coastal erosion and restore Louisiana land.

SECTION 2. Nicholls State University, Department of Biological Sciences shall provide the Port of South Louisiana with monthly status reports and other submittals upon the Port's request.

SECTION 3. The parties agree to put forth their best efforts to work together to meet the goals and objectives of the program.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of Lafourche, State of Louisiana, as of the date written below, set out, after due reading of the whole.

WITNESSES:

NICHOLLS STATE UNIVERSITY

Print Name: _____

By: _____
Dr. Jay Clune
Its: President

Print Name: _____

Date: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of St. John The Baptist, State of Louisiana, as of the date written below, set out, after due reading of the whole.

WITNESSES:

Print Name: _____

Print Name: _____

PORT OF SOUTH LOUISIANA

By: _____
Paul G. Aucoin

Its: Executive Director

Date: _____

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE PORT OF SOUTH LOUISIANA AND
NICHOLL'S STATE UNIVERSITY**

This Agreement shall become effective on the 14th day of April, 2016 and is entered into by and between the Port of South Louisiana and Nicholls State University.

WHEREAS, the Port of South Louisiana (Port) is a political subdivision of the State of Louisiana created, operating and existing under the provisions of Chapter 30, Title 34 of the Louisiana Revised Statutes of 1950; and, is authorized by La R.S. 34:2476.2 C. 2(a) to enter into a Cooperative Endeavor Agreement for any form of economic development assistance between or among the commission and the state, any of its local governmental subdivisions, political corporations, or public benefit corporations, the United States or its agencies, or any public or private association, corporation, or individual.

WHEREAS, Nicholls State University is a public educational institution that is a member of the University of Louisiana System and the fundamental mission of the system emphasizes teaching, research, and community service to enhance the quality of life for the State's citizens.

WHEREAS, Nicholls State University (NSU) has a promising research program dedicated to ending coastal erosion and restoring land;

WHEREAS, NSU has been very successful in its efforts in restoring Louisiana's land and providing storm surge protection;

WHEREAS, the Port is committed to restoring America's wetlands and ending coastal erosion;

WHEREAS, the Port recognizes the continued success of the NSU program provides a safety and economic benefit to the region, the state and the United States; As one of America's leading energy transfer ports the Port has an obligation to help protect America's, more importantly the Gulf Coast's, oil and gas production which accounts for 20 percent of the U.S. energy supply;

WHEREAS, the Port desires to financially assist NSU in their endeavors to end coastal erosion and restore Louisiana land;

WHEREAS, NSU welcomes the Port's support and will provide the Port with monthly status reports and other submittals detailing NSU's goals, objectives and milestones. NSU shall acknowledge the Port's dedication, support and cooperation in the battle to end coastal erosion.

WHEREAS, NSU hereby agrees to protect, defend, indemnify, save and hold harmless the Port, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of NSU, its agents, servants, and employees or any and all costs, expenses and/or

attorney fees incurred by Port as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the Port, its agents, representatives, and/or employees. NSU agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

WHEREAS, in furtherance of these goals the Parties agree as follows:


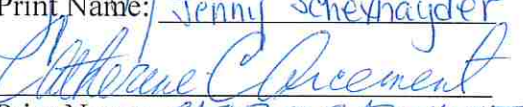
SECTION 1. The Port of South Louisiana will partner with Nicholls State University and provide financial assistance in an amount not to exceed Eighteen thousand dollars and no cents (18,000) to assist with its endeavor to end coastal erosion and restore Louisiana land.

SECTION 2. Nicholls State University shall provide the Port of South Louisiana with monthly status reports and other submittals upon the Port's request.

SECTION 3. The parties agree to put forth their best efforts to work together to meet the goals and objectives of the program.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of Lafourche, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole.

WITNESSES:


Print Name: Jenny Schexnayder

Print Name: CATHERINE CARCEMENT

NICHOLLS STATE UNIVERSITY

By:

Its:


Dr. Bruce Murphy
President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of St. John The Baptist, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole.

WITNESSES:

Patti Crockett
Print Name: Patti Crockett

Vickie Lewis Clark
Print Name: Vickie Lewis Clark

PORT OF SOUTH LOUISIANA

By: Paul G. Aucoin
Paul G. Aucoin

Its: Executive Director