

BOARD OF COMMISSIONERS

D. Paul Robichaux
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Joey Murray
Stanley Bazile
Patrick C. Sellars
Whitney Hickerson
Ryan Burks
Louis A. Joseph
Robbie P. LeBlanc

Paul G. Aucoin,
Executive Director



PORT OF SOUTH LOUISIANA
REGULAR COMMISSION MEETING
WEDNESDAY, JULY 21, 2021 | 5:00 PM
VIA VIDEO/TELECONFERENCE (HYBRID)

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: 856 7458 6721; Password: 840198

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

<https://us02web.zoom.us/j/85674586721?pwd=YnZSVkNwUVJJWTGpUTmZZVWh4YUN6Zz09>

Password: 840198

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 Leading Grain Exporter —



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

Moment of silence to remember Olivia Joseph Baloney Fiffie, sister of Commissioner Louis Joseph

Moment of silence to remember former Governor of Louisiana, Edwin Edwards, 1972-1980, 1984-1988, 1992-1996

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 16, 2021
5. FINANCIAL REPORTTREASURER MURRAY
May 31, 2021
6. DIRECTOR'S REPORT..... EXECUTIVE DIRECTOR AUCOIN
7. NEW BUSINESS AND PUBLIC COMMENTS.....CHAIRMAN ROBICHAUX
 - A. Consider awarding the Holcim dock repair project to the lowest responsible and responsive bidder
 - B. Consider WSP USA, Inc. program management agreement and task orders as shown in exhibit A
 - C. Consider engaging Kushner & LaGraize, LLC to perform the financial audit for the year end April 2021
 - D. Consider engaging Ched Edler of Latter & Blum, Inc. real estate agent, sale of administration building
 - E. Consider the final acceptance of security gates and apron access, Port of South Louisiana Executive Regional Airport, state project N° H.013208
 - F. Consider additional work to recently purchased quarter barge, mobile marine command center
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: 840198

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.



LANIER & ASSOCIATES
CONSULTING ENGINEERS, INC.

Excellence By Design... Since 1974

June 24, 2021

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

Re: Port of South Louisiana
HOLCIM Dock Repairs
Bid Award Recommendation
Lanier Job No. 11345

Dear Mr. Aucoin:

Lanier & Associates Consulting Engineers, Inc. (Lanier) has completed our review of the contractor bids submitted in regards to the HOLCIM Dock Repairs project in Reserve, Louisiana. Based on our review, Sealevel Construction has included all required documentation and is the low bidder, with a bid amount of \$1,927,700. As a result, Lanier recommends that the Port of South Louisiana contracts with Sealevel Construction for the HOLCIM Dock Repairs project.

We look forward to continuing to work with the Port of South Louisiana on this project. If there are any questions related to the bid review, please don't hesitate to contact us.

Very truly yours,

LANIER & ASSOCIATES
CONSULTING ENGINEERS, INC.

Allison K. Gaines, P.E.
Senior Engineer
againes@lanier-engineers.com

Mr. Paul Aucoin
June 24, 2021
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cc: Vickie Clark, PoSL
Jim Quackenbos – Qubed Limited
Timothy M. Duncan, P.E. – Lanier

	Holcim Dock Repairs	Boh Bros. (LA License No. 2179)	Bomac (LA License No. 20168)	Coastal Marine Construction (LA License No. 53308)	Deep South Construction (LA License No. 58313)	Kostmayer (LA License No. 25747)	Massman (LA License No. 00271)	Orion (LA License No. 60)	Sealevel (LA License No. 33678)
	Louisiana Uniform Public Bid Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Acknowledged Receipt of Addenda 1-5	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Bid Bond Included	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Power of Attorney Included	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Corporate Resolution/Written Evidence of Authority	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	BID BREAKDOWN								
Ref. No.	Base Bid	\$2,134,270	\$1,994,752	\$2,095,180	\$2,145,000	\$2,345,000	\$2,633,750	\$2,838,600	\$1,927,700
001	MOBILIZATION & DEMOBILIZATION								
	Unit Price (Lump Sum)	\$182,300	\$116,021	\$138,000	\$88,800	\$200,000	\$260,000	\$275,000	\$149,750
002	SURVEYING								
	Unit Price (Lump Sum)	\$25,200	\$26,526	\$20,000	\$47,700	\$30,000	\$30,000	\$29,000	\$10,000
003	DEGRADING								
	Unit Price (\$/CY)	\$30	\$31.73	\$25	\$23	\$20	\$27.50	\$16	\$15
	Unit Price Extension	\$225,000	\$237,975	\$187,500	\$172,500	\$150,000	\$206,250	\$120,000	\$112,500
004	DEMOLITION								
	Unit Price (Lump Sum)	\$184,795	\$182,524	\$188,400	\$90,700	\$340,000	\$300,000	\$400,000	\$70,000
005	NEW 4-PILE MOORING DOLPHIN								
	Unit Price (Lump Sum)	\$953,085	\$741,174	\$1,011,780	\$1,128,700	\$886,000	\$1,030,000	\$1,455,000	\$970,000
006	NEW WALKWAYS								
	Unit Price (Lump Sum)	\$173,500	\$176,736	\$179,690	\$167,370	\$274,000	\$190,000	\$175,000	\$170,000
007	NEW WALKWAY LIGHTING								
	Unit Price (Lump Sum)	\$44,000	\$46,214	\$34,100	\$42,800	\$80,000	\$56,000	\$40,000	\$75,000
008	NEW NAVIGATIONAL LIGHT								
	Unit Price (Lump Sum)	\$2,680	\$2,396	\$4,000	\$3,130	\$8,000	\$2,500	\$2,000	\$7,450
009	REPAIR OF TRASH DIVERter STRUCTURE								
	Unit Price (Lump Sum)	\$112,750	\$162,995	\$112,440	\$131,450	\$125,000	\$200,000	\$100,000	\$110,000
010	PILE C-3 REPAIR								
	Unit Price (Lump Sum)	\$87,250	\$100,238	\$135,520	\$142,450	\$125,000	\$173,000	\$100,000	\$98,000
011	TRIPOD STRUCTURE REPAIR								
	Unit Price (Lump Sum)	\$39,700	\$56,150	\$37,200	\$22,750	\$48,000	\$20,000	\$60,000	\$30,000
012	HANDRAIL AT EXISTING SHIP DOCK								
	Unit Price (\$/LINEAR FOOT)	\$8,870	\$574.15	\$200	\$522.50	\$425	\$200	\$375	\$550
	Unit Price Extension	\$8,870	\$22,986	\$8,000	\$20,900	\$17,000	\$8,000	\$15,000	\$22,000
013	SHIP DOCK FENDER SYSTEM SECTIONS								
	Unit Price (Lump Sum)	\$58,660	\$101,279	\$26,550	\$54,000	\$50,000	\$150,000	\$50,000	\$85,000
014	REVTMENT REPAIR								
	Unit Price (\$/CY)	\$912	\$538.95	\$300	\$793.75	\$300	\$200	\$440	\$450
	Unit Price Extension	\$36,480	\$21,558	\$12,000	\$31,750	\$12,000	\$8,000	\$17,600	\$18,000
	Bond	\$106,714	\$99,738	\$104,759	\$107,250	\$117,250	\$131,688	\$141,930	\$96,385

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is effective the ____ day of _____, 2021, by and between the Port of South Louisiana (hereinafter called the "Owner"), a political subdivision of the State of Louisiana whose registered address is 171 Belle Terre Blvd., LaPlace, Louisiana 70069 herein represented by its Executive Director, Paul G. Aucoin and WSP USA Inc. (hereinafter called "Consultant") whose business address is 1100 Poydras St., Suite 1175, New Orleans, Louisiana, 70163) herein represented by its Vice President & Senior Director, Max J. Nassar.

WITNESSETH

WHEREAS, the Owner has a need for an engineering firm to perform professional Program Management Services for multiple projects or tasks (hereinafter called the "Services").

AND

WHEREAS, after reviewing its list of qualified engineers the Owner desires to engage WSP USA Inc. to perform the services.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties mutually agree as follow:

1. CONSULTATION OF PROGRAM MANAGEMENT

The Owner retains Consultant to assist the Owner in engineering and construction program management matters. Consultant shall render the services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the services are to be performed.

2. SCOPE OF SERVICES

Consultant will establish a program that will allow the Owner to operate more efficiently and effectively. Tasks will be assigned and may include but are not limited to:

- 1) Recommendations to Executive Director as it relates to the selection or assignment of engineers to a project;
- 2) Review of engineering and construction documents;
- 3) Creation of an electronic library for construction projects (procurement to close out documents).

Consultant shall perform an initial assessment of the Owner's current procedures as it relates to engineering and construction projects (current and future), sources of funding (federal and state) programs as well as the programs' rules and regulations, etc.

Consultant shall perform the services set forth in specific task orders Exhibit A – Program Management Scope; Task orders shall include the scope of service, personnel, hourly rate, duration and total cost of task.

3. CONTRACT DURATION

The duration of this agreement shall be for one (1) year, starting from the effective date stated above. Owner and Consultant may extend this Agreement by mutual agreement for two (2) additional one- year periods.

4. COMPENSATION

Consultant shall be paid for performing the services as outlined in assigned task order(s). The task order shall be based on time and materials and shall not exceed the approved budget without obtaining prior approval from the owner (Exhibit B). All consultant's and subconsultants' rates shall be included in each task order(s).

The Owner is not obligated to pay Consultant beyond the approved task order budget amount, nor is Consultant obligated to incur costs beyond the approved task order budget amount without the prior approval of the Owner.

For the performance of the Services set forth in the assigned task order(s), the Owner shall compensate Consultant at the fixed bill rates established for Consultant and Consultant's subconsultants set forth in Exhibit C – Fee Rate Schedule. The fixed bill rates are inclusive of all direct and indirect costs associated with the performance of services, including direct labor, overhead, fringe benefits, indirect expenses and profit. *The fixed bill rates do not include project related direct expenses which will be billed at cost.*

Consultant shall not use any personnel with job classifications not listed or rates different from those established in Exhibit C unless Consultant has submitted a revised Exhibit C indicating additional classifications and rates and Consultant has received Owner's approval prior to invoicing Owner. The fixed bill rates stated in Exhibit C are valid for the initial one (1) year term and renewals and /or extensions.

5. PAYMENT

Payments shall be made monthly on undisputed amounts based on a standard itemized invoice subdivided for each task, as applicable. Each invoice shall detail personnel classification categories of the employees, the time worked, and fixed bill rates per "Exhibit C – Fee Rate Schedule". Invoices for work performed shall be submitted monthly.

A principal member of Consultants firm must sign and date the invoice. Each invoice shall be submitted to the Executive Director, Paul Aucoin, at PO Box 909, LaPlace, LA 70069-0909.

Invoices are due and payable within thirty (30) calendar days.

6. DATA TO BE FURNISHED BY OWNER

Data to be furnished by the Owner to Consultant at no cost to Consultant consists of design drawings and/or construction drawings from Owner's design consultants.

7. INDEPENDENT CONTRACTOR

Consultant represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the Owner. Consultant, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Owner by reason of this Agreement.

8. INSURANCE

Consultant shall at its own expense, furnish to the Owner before work begins certificates attesting to the fact that the following policies are in effect:

- 1 Workers' Compensation Insurance at the force and level as required by law.
- 2 Professional Liability Insurance with a per claim and aggregate limit of \$1,000,000.
- 3 Employer's Liability Insurance Coverage of \$1,000,000 per each accident/employee, for all claims that are not covered under the applicable statutory Worker's Compensation Act.

- 4 Commercial General Liability Insurance with limits of \$2,000,000 aggregate; \$1,000,000 dollars each occurrence for claims resulting from personal injury or property damage.

Consultant shall include Owner as an additional insured on coverages, except Professional Liability and Workers' Compensation insurance. Consultant shall also furnish the Owner with endorsement page. Certificates shall provide that thirty (30) days written notification of cancellation of the policies shall be given to the Owner.

9. INDEMNITY AND LIMITATION

Consultant shall indemnify, defend and hold harmless the Owner from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of Consultant, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

To the fullest extent allowed by law, Consultant liability to Owner shall not exceed the the total compensation received by Consultant hereunder, and Consultant shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of estimated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the Services hereunder.

In the event of any reuse or other use by the Owner of the drawings, specifications, and other documents furnished by Consultant hereunder, the Owner shall indemnify, defend, and hold harmless Consultant from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

10. DELAYS

Consultant shall perform its Services with due diligence upon receipt of an executed Task Order from the Owner. In the event that performance of its Services is delayed by causes beyond the reasonable control of Consultant, and without the fault or negligence of Consultant, the time and total compensation for the performance of the Services shall be equitably adjusted by written amendment to reflect the extent of such delay. Consultant shall provide the Owner with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by Consultant to mitigate the effect of such delay.

11. TERMINATION

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the Owner for its convenience or because the Project has been permanently abandoned, but only upon thirty (30) days written notice to Consultant.

In the event of termination, Consultant shall be compensated for all services performed and costs incurred up to the effective date of termination for which Consultant has not been previously compensated, plus termination expenses reasonably incurred.

Upon receipt of notice of termination from the Owner, Consultant shall discontinue the Services unless otherwise directed and upon final payment from the Owner deliver to the Owner the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in the performance of this Agreement, whether completed or in process.

12. OWNERSHIP OF DOCUMENTS

The parties hereto agree that Consultant shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Owner will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of Consultant. Such consent shall stipulate what, if any, additional compensation shall be paid to Consultant for such reuse of documents by the Owner. In no event shall the receipt of such additional compensation operate as a waiver of Consultant's rights under Article 11.

13. SUCCESSORS AND ASSIGNS

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of the Owner.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

14. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of

any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

15. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

To Owner: Paul G. Aucoin
Executive Director
P.O. Box 909
LaPlace, Louisiana 70069-0909

To Consultant: Max J. Nassar
Vice President, Senior Director
WSP USA Inc
1100 Poydras St., Suite 1175
New Orleans, Louisiana 70163

16. DISPUTES

Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which are not disposed of by mutual agreement of the parties hereto shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, claims, disputes, or other matters, will be redressed in an appropriate court of proper jurisdiction.

17. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

18. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice.

19. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes and replaces all terms and conditions of

any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project.

IN WITNESS WHEREOF, this Agreement has been executed by the Owner and Consultant, effective from the day and year first written above.

WITNESSES: Port of South Louisiana, OWNER

Paul G. Aucoin
Title: Executive Director

IN WITNESS WHEREOF, this Agreement has been executed by the Owner and Consultant, effective from the day and year first written above.

WITNESSES: WSP USA Inc., Consultant

Name: Max J. Nassar
Title: Vice President, Senior Director

Exhibit A

Scope of Services



EXHIBIT A

Program Management Scope

I. SUMMARY

For the Program Management (Program) effort for the Port of South Louisiana (POSL), WSP will provide Program services the following projects:

- 2nd Dock Access Bridge
- Globalplex Roadway Improvements
- Administration Building and Business Development Center
- General Cargo Dock Reinforcement / Strengthening Additional Scope Services

For the Program scope, the activities and approach are described in detail below. WSP has provided an estimated staffing support, and provided an estimated summary of manhours as shown in Exhibit B.

WSP has also included its Fee Rate Schedule (Exhibit C) for its proposed staffing support for the individual tasks in the Program Scope.

If requested by the POSL, WSP will provide the tasks listed in the Additional Scope Services (Section VII), subject to an approved Task Order with a scope, staffing required, and fee that is mutually agreed to by the POSL and WSP.

II. 2ND DOCK ACCESS BRIDGE

A. DESIGN REVIEW

Objective:

- Provide design Fatal Flaw and Constructability review of POSL consultants in support of the Program.

Approach:

- The PMT will serve as liaison with POSL Construction Committee Chairman, Chief Operating Officer, staff, WSP's staff, and key Program stakeholders as authorized by POSL.

Staff Support

- WSP will support Design Review activity with the following staff at the estimated level of effort:



WSP Staff	2nd Dock Access Bridge - Fatal Flaw & Constructability Review		
	Rate	Estimated Hours	Estimated Cost
Principal Officer	\$ 275.00	6	\$ 1,650.00
Project Manager	\$ 136.00	35	\$ 4,760.00
Sr. Structural Engineer	\$ 203.00	6	\$ 1,218.00
Project Accountant	\$ 143.00	4	\$ 572.00
Total		51	\$ 8,200.00

B. CONSTRUCTION ADMINISTRATION

Objective:

- Provide assistance to POSL in Construction Administration as required by POSL.

Approach:

- Construction administration activities include:
 - Review Monthly Construction reports.
 - Attend monthly construction progress meetings.
 - Review contractor invoices against work completed and recommend for POSL approval and payment
 - Review statements of substantial and final completion for POSL approval
 - If change orders are warranted, WSP shall review and provide analysis to the POSL in negotiation of change orders with the contractor, if required by POSL.
 - Review the status of RFI's and Submittals reviews.
 - Attend meetings with contractors and resident inspectors.
 - The scope of Construction Administration activities shall be based on **seventeen (17)** months for the 2nd Dock Access Bridge project.

Staff Support

- WSP will support Construction Administration activity with the following staff at the estimated level of effort:

WSP Staff	2nd Dock Access Bridge Construction Administration (July 2022 to December 2023 - 17 Month Duration)		
	Rate	Estimated Hours	Estimated Cost
Principal Officer	\$ 275.00	34	\$ 9,350.00
Project Manager	\$ 136.00	320	\$ 43,520.00
Total		354	\$ 52,870.00



III. GLOBALPLEX ROADWAY IMPROVEMENTS

A. DESIGN REVIEW

Objective:

- Provide design Fatal Flaw and Constructability review for of POSL consultants in support of the Program.

Approach:

- The PMT will serve as liaison with POSL Construction Committee Chairman, Chief Operating Officer, staff, WSP's staff, and key Program stakeholders as authorized by POSL.

Staff Support

- WSP will support Design Review Activity with the following staff at the estimated level of effort:

WSP Staff	Globalplex Roadway Improvements - Fatal Flaw & Constructability Review		
	Rate	Estimated Hours	Estimated Cost
Principal Officer	\$ 275.00	3	\$ 825.00
Project Accountant	\$ 142.00	4	\$ 568.00
Total		7	\$ 1,393.00

IV. ADMINISTRATION BUILDING AND BUSINESS DEVELOPMENT CENTER

A. CONSRUCTION ADMINISTRATION

Objective:

- Provide assistance to POSL in Construction Administration as required by POSL.

Approach:

- Construction administration activities include:
 - Review Monthly Construction reports.
 - Attend monthly construction progress meetings.
 - Review contractor invoices against work completed and recommend for POSL approval and payment
 - Review statements of substantial and final completion for POSL approval
 - If change orders are warranted, WSP shall review and provide analysis to the POSL in negotiation of change orders with the contractor, if required by POSL.
 - Review the status of RFI's and Submittals reviews.
 - Attend meetings with contractors and resident inspectors.
 - The scope of Construction Administration activities shall be based on **eight (8)** months for the Administration Building and Development Center Project.



Staff Support

- WSP will support Construction Administration activity with the following staff at the estimated level of effort:

WSP Staff	Administration Building and Business Development Center Construction Administration (June 2021 to January 2022 - 8 Month Duration)		
	Rate	Estimated Hours	Estimated Cost
Principal Officer	\$ 275.00	16	\$ 4,400.00
Project Manager	\$ 136.00	170	\$ 23,120.00
Total		186	\$ 27,520.00

V. GENERAL CARGO DOCK REINFORCEMENT / STRENGTHENING

A. CONSRUCTION ADMINISTRATION

Objective:

- Provide assistance to POSL in Construction Administration as required by POSL.

Approach:

- Construction administration activities include:
 - Review Monthly Construction reports.
 - Attend monthly construction progress meetings.
 - Review contractor invoices against work completed and recommend for POSL approval and payment
 - Review statements of substantial and final completion for POSL approval
 - If change orders are warranted, WSP shall review and provide analysis to the POSL in negotiation of change orders with the contractor, if required by POSL.
 - Review the status of RFI's and Submittals reviews.
 - Attend meetings with contractors and resident inspectors.
 - The scope of Construction Administration activities shall be based on **ten (10)** months for the Administration Building and Development Center Project.

Staff Support

- WSP will support Construction Administration activity with the following staff at the estimated level of effort:

WSP Staff	General Cargo Dock Reinforcement / Strengthening (May 2021 to February 2022 - 10 Month Duration)		
	Rate	Estimated Hours	Estimated Cost
Principal Officer	\$ 275.00	20	\$ 5,500.00
Project Manager	\$ 136.00	190	\$ 25,840.00
Total		210	\$ 31,340.00



VI. ADDITIONAL SCOPE SERVICES

The following scope services are not included in WSP's Fee Proposal for the initial three years of the Contract. If requested by the POSL, WSP can provide the following tasks listed below, subject to an approved Task Order scope and fee that are mutually agreed to by the POSL and WSP

A. Additional Program Management Services

- Develop and maintain the data-sharing WSP Program website for all project related documents and maintain access and manage access rights for all stakeholders
- Provide Value Engineering, along with Peer Reviews of designs in initial stages of development of design provided by POSL design consultants

B. Master Planning Services

Objective:

- Provide Master Planning services as required for the POSL

Approach:

- Update Master Plan as required.

C. Additional Procurement Activities

- Review and present alternative procurement methods, i.e., Public-Private Partnership, Design/Build, etc
- Assist the POSL Construction Committee in promoting its Disadvantaged Business Enterprise (DBE) Goals for Construction Projects
- Respond to POSL contract administration requests as required.

D. Additional Deliverables - Procurement Records:

- Documentation developed for the advertisement, selection, award, deliverables, and closeout of all procurements conducted by WSP can be archived on a WSP Program website and will be accessible by POSL representatives.

E. Grant Application Support

Objective:

- Provide Federal/State Grant Application Support as required for the POSL

Approach:

- WSP will work with the POSL to prepare the grant applications following guidance and requirements of Federal/State Grant guidelines and grant applications that align with the port's strategic goals. As part of the grant application process, WSP will complete the tasks listed below for each grant application:
 - Management and administration of the Grant application
 - Data collection and review required
 - Benefit cost analysis (BCA)



- Grant application development
- Assist POSL with registering with Grants.gov and uploading the grant application to Grants.gov for each
- Draft and Final Draft Applications and Supporting Documents
- Final Application
- Deliverables

F. Project Controls

Objective:

- Provide Project Controls that allows for the planning, monitoring, and reporting of Program activities.

Approach:

- Project Controls can provide integrated schedule data for projects in initial development within the Program.
- Project Controls can provide a review of the respective design and construction schedules that can be incorporated into the program schedule. The elements that can be integrated include:
 - Approved Budget for the original contract value plus approved amendments.
 - Work progress and associated costs
 - Scheduled activities
 - Work zones anticipated to determine potential conflicts in concurrent contracts or activities
- WSP can submit monthly cost data to POSL that can include:
 - Expenditures during Reporting Period & To Date
 - Projected Expenditures for Next Reporting Period
 - Projected Cost at Completion

Exhibit B

Estimated Manhour Summary



EXHIBIT B

WSP's Estimated Manhour Summary

WSP Staff	2nd Dock Access Bridge	2nd Dock Access Bridge	Globalplex Roadway Improvements	Administration Building and Business Development Center	General Cargo Dock Reinforcement / Strengthening
	Fatal Flaw & Constructability Review	Construction Administration (July 2022 to December 2023 - 17 Month Duration)	Fatal Flaw & Constructability Review	Construction Administration (June 2021 to January 2022 - 8 Month Duration)	Construction Administration (May 2021 to February 2022 - 10 Month Duration)
Principal Officer	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours
Project Manager	6	34	3	16	20
Sr. Structural Engineer	35	320		170	190
Project Accountant	6		4		
Total	4				
Project Fee	51	354	7	186	210
Total Fee	\$8,200.00	\$52,870.00	\$1,393.00	\$27,520.00	\$31,340.00
\$121,323.00					

Exhibit C

Fee Rate Schedule



EXHIBIT C - FEE RATE SCHEDULE

Date: June 10, 2021

		Prime Consultant	Sub Consultant	Sub Consultant	Sub Consultant
		WSP USA, Inc.	TNR Consulting*	Urban Systems*	APS Testing*
Note: All rates are all inclusive		in dollars/hour	in dollars/hour	in dollars/hour	in dollars/hour
Surveying					
Professional Land Surveyor			\$ 192.50		
Senior Survey Technician			\$ 110.00		
Junior Survey Technician			\$ 93.50		
Principals:					
Principal Officer		\$ 275.00			
Principal Planner		\$ 336.00			
Managers:					
Program Manager		\$ 268.00			
Project Manager		\$ 136.00			
Senior Technical Professionals:					
Senior Port Planner		\$ 210.00			
Estimator		\$ 268.00			
Technical Advisor		\$ 236.00			
Scheduler		\$ 203.00			
Licensed Professionals:					
Senior Structural Engineer		\$ 203.00			
Senior Mechanical Engineer		\$ 307.00			
Senior Electrical Engineer		\$ 270.00			
Senior Civil Engineer		\$ 184.00			
Civil Engineer		\$ 136.00			
Structural Engineer		\$ 157.00			
Mechanical Engineer		\$ 192.00			

Electrical Engineer		\$	194.00				
Chief Engineer		\$	235.00				
Senior Geotech Engineer							
Supervisor Traffic Engineer					\$	247.50	\$ 201.30
Traffic Engineer					\$	203.50	
EIT Engineer		\$	118.00				
EIT Geotech Engineer							\$ 107.80
Other Staff:							
Planner		\$	171.00				
CADD Technician		\$	137.00				
Project Accountant		\$	143.00				
Expenses							
Reimbursable Personal vehicle rate		\$0.560 per mile					
Delivery	At Cost						
Reproduction	At Cost						
* DBE Subconsultant							
Overtime, when authorized, is 1.5 times the hourly rate.							



KUSHNER
LAGRAIZE, LLC
CPAs & CONSULTANTS

June 15, 2021

Mr. P. Joey Murray, III, Treasurer
PORT OF SOUTH LOUISIANA
171 Belle Terre Boulevard
Laplace, Louisiana 70068

Dear Mr. Murray

We are pleased to confirm our understanding of certain nonattest services we plan to provide for the Port of South Louisiana (the Port) for the year ended April 30, 2021. These nonattest services are described under subtopic 1.295 of the Code of Professional Conduct of the AICPA Professional Standards.

In accordance with our understanding, we will assist the Port with the following:

- Calculation of the Port's 2021 Other Post Employment Benefit obligations including preparation of the financial statement disclosure required by the Governmental Accounting Standards Board (GASB) Statement No. 75, "Accounting and Financial Reporting by Employees for Post-Employment Benefits Other Than Pensions."
- Calculation of the Port's 2021 Pension obligations including preparation of the financial statement disclosures required by (GASB) Statement No. 68, "Accounting and Financial Reporting for Pensions" and GASB Statement No. 71, "Pension Transition for Contributions Made Subsequent to the Measurement Date."
- Assist management with the preparation of the Port's financial statements including footnotes and Schedule of Expenditures of Federal Awards, if applicable, for the year ended April 30, 2021 (Included in audit fee).

Kushner LaGraize, L.L.C. will not perform management functions or make management decisions on behalf of the Port. However, we will provide advice and recommendations to assist management of the Port in performing its functions and making decisions.

In order for Kushner LaGraize, L.L.C. to perform these nonattest services and remain independent, it will be necessary for the Port of South Louisiana to agree to perform the following functions in connection with the engagement to perform nonattest services.

- Make all management decisions and perform all management functions.
- Designate a competent employee, preferably within senior management, to oversee our services. It is our understanding that you have designated Grant Faucheux to perform this task.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.

Mr. P. Joey Murray, III, Treasurer

PORT OF SOUTH LOUISIANA

June 15, 2021

Page 2

- Establish and maintain internal controls, including monitoring ongoing activities.

Our fees for these nonattest services are based on a combination of time spent on the engagement, computer and overhead charges and the value of our services. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the engagement. All invoices will be due and payable 15 days from date of invoice. In the event your account becomes past due, we respectfully reserve the right to suspend services.

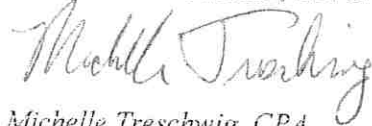
If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolutions.

We appreciate the opportunity to be of service to you, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

KUSHNER LAGRAIZE, L.L.C.



Michelle Treschwig, CPA
Audit Senior Manager

MBT:alb/sgf

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the nonattest services for the Port of South Louisiana for the year ended April 30, 2021.

Signature & Title

Date

**LISTING CONTRACT FOR SALE
OF COMMERCIAL PROPERTY**

CORPORATE HEADQUARTERS: 430 Notre Dame Street, New Orleans, Louisiana 70130-3610 (504) 525-1311
Retail/Industrial/Residential/Office Leasing/Property Management/Robert W. Merrick Appraisal Counseling/Third Party/Relocation

The undersigned owner, its successors and assigns (hereinafter referred to as "Owner") hereby engages **Latter & Blum, Inc.** (hereinafter referred to as "Broker"), its successors and assigns, as Owner's exclusive agent and grants to Broker the sole and exclusive right, to offer for sale the following described as: 171 Belle Terre Blvd, LaPlace, LA 70068; Please see Exhibit A

Irrevocably for a period of twelve (12) months after the date hereof. Unless either party notifies the other party at least thirty (30) days prior to the expiration of this period this listing shall automatically renew for an additional period equal in term to the initial period and which shall commence at the expiration of this period

The ground measurements of said property are approximately: 0.56 Acres

Said property to be sold for Five Hundred Fifty Thousand Dollars (\$550,000) or amount acceptable to owner.

All cash, or on the following terms (if all cash insert "All Cash") All Cash

Broker is authorized to place its "For Sale" signs on said property, at its expense. Broker shall determine, in its discretion, the extent to which said property shall be advertised for sale, at Broker's cost, and the Owner shall pay for the cost of all other advertising desired by Owner. Broker is also authorized to place listings through MLS or other electronic databases.

The purchase agreement shall be provided by Owner or its attorney and Broker recommends that Owner obtain an attorney to assist in the drafting of all legal documents. To the extent that Owner requests a form of purchase agreement from Broker, such form may be provided as a courtesy to Owner but Owner shall be responsible to modify such form in order to reflect the appropriate business terms and risk factors that Owner deems appropriate. Broker shall not be responsible for any terms, conditions, or legal concepts that are not included, or inaccurately included, in such purchase agreement form.

Owner agrees to refer all prospects for the sale and leasing to Broker and Broker shall conduct all negotiations for the sale and leasing of said property with the exceptions to the exclusions listed on Exhibit B.

Broker agrees to make all reasonable efforts to find a buyer for said property.

If a sale of said property (or portion thereof) is negotiated during the terms of this contract, or if a party is procured during the term of this contract by Broker, or Owner, or any third party who is ready, willing and able to purchase said property at the price and on the terms as hereinabove stated (or at such other price, or on such other terms as may hereafter be acceptable to Owner), then Owner agrees to pay Broker a commission of Six (6)% of the gross sale price. Owner further agrees to pay Broker the above stated commission on any sale of said property negotiated by Owner within one (1) year after the expiration or termination of this contract with any party (or the nominee, representative or affiliate of such party) to whom said property was submitted during the term of this contract, provided Broker has submitted to Owner, in writing, the name of any such party or parties within thirty (30) days after the expiration date of this contract. Said commission shall likewise be paid on any exchange of properties negotiated involving said property, in which case the commission shall be based on the then market value of said property.

Owner further agrees to pay Broker the above stated commission if, during the term of this contract, Owner removes said property from the market or conveys his interest in said property to a partnership or joint venture, or contributes said property to any other entity or transfers or sells any ownership interest in any Owner entity in lieu of a transfer of property.

If a lease of said property is negotiated during the term of this contract or within one (1) year after the expiration thereof with any party (or the nominee, representative or affiliate of such party) to whom said property was submitted by Broker during the term of this contract, Owner agrees to pay Broker a commission in accordance with Broker's then existing lease commission schedule. If no lease commission schedule exists, Owner agrees to pay Broker a cash commission of Six Percent (6%) of the scheduled gross rentals under said lease. All commissions to be paid in advance - 50% upon execution of the Lease and 50% upon commencement of the primary lease term. Owner further agrees to pay a cash commission of Four Percent (4%) on any renewal terms, expansions, holdover periods or modifications to Lease, to be paid in advance upon commencement of said renewal, expansion period or modification. "Gross rentals" include, but are not limited to, base rent, percentage rent, rent escalations, reimbursements, and pass through expenses. Owner Initials: _____

Broker is authorized to accept on behalf of Owner a non-interest bearing deposit to be applied against the sale price, which deposit may be placed in any bank in the Baton Rouge or Greater New Orleans area pending consummation of the sale, without liability on Broker's part in the event of failure or suspension of said bank. To the extent Broker accepts such deposit and any litigation should arise in connection with such deposit, Owner hereby agrees to indemnify, defend and hold harmless Broker for the payment of any cost or other expenses that may be involved in said litigation (including reasonable legal fees and expenses of attorneys chosen by Broker), and from and for any and all loss, damage, tax, liability and expense that may be incurred by Broker arising out of or in connection with its acceptance of such deposit, including without limitation to such liability arising from the negligence of Broker, except for gross negligence, willful misconduct or bad faith of the Broker.

If an attorney or attorneys are engaged by Broker to enforce its rights under this contract, Owner agrees to pay the reasonable fees of such attorneys plus all court costs, other costs and expenses that may be incurred by Broker.

Under Louisiana Law, notwithstanding the provisions of Civil Code Articles 2985 through 3034 or any other provisions of law, a licensee engaged in any real estate transaction shall be considered to be representing the persons with whom he is working as a *Designated Agent(s)* unless there is a written agreement between the Broker and the person providing that there is a different relationship or the licensee is performing only ministerial acts on behalf of the person. The listing agent acts as the *Designated Agent(s)* for the Owner. The Owner's *Designated Agent(s)* owes a fiduciary duty of utmost care and loyalty to the Owner, and may not disclose to a Buyer information about what price or terms the Owner will accept other than the price or terms listed. An Owner's *Designated Agent(s)* does owe a duty of fair dealing to a Buyer, and a duty under Louisiana law to disclose the existence of any known material defects in the property.

Owner understands that the Designated Agent(s) assigned by Broker may be representing a Buyer of a real property who has employed the Designated Agent(s) to locate property for purchase on behalf of Buyer. Owner understands that this creates dual representation. Representing more than one party may present a conflict of interest. Should Designated Agent(s) represent a Buyer who wishes to purchase the property of Owner, Owner does hereby consent to this dual representation by Designated Agent(s). Owner does hereby waive any claim, now or hereafter, arising due to said conflict of interest or breach of fiduciary duty. Broker/Designated Agent(s) may not reveal to Buyer, Owners' motivation for selling, or price or terms other than the list price or terms, unless authorized by Owner. The parties hereby consent to the dual representation by Designated Agent(s).

Owner represents to Broker that it is the sole owner of the property and is not aware of any asbestos, hazardous materials or other hidden or redhibitory defects in connection with the property. Owner hereby agrees to indemnify, defend and hold Broker harmless from and against any and all liability, loss and expense that Broker may incur as a result of (i) any claim or suit against Broker by any person or entity for personal injury or property damage sustained by such person or entity while on or about the hereinabove described property, due to the condition of said property or existence of asbestos, hazardous materials or other hidden or redhibitory defects, or the negligence of Owner, its agents or employees; (ii) any injury to property or to persons, or for loss or damage to property occurring in, on or about the property; and (iii) any and all liability on account of any matter whatsoever relating to the use, operation and occupancy of the property; and including, but not limited to, attorney's fees, costs and expenses of trial, discovery and appeals, if any.

Owner and Broker hereby agree that the Louisiana Uniform Electronic Transactions Act shall apply to all electronic transmissions and communications among Owner and Broker and shall be binding on Owner and Broker. Scanned or electronic signatures to this contract, or an amendments thereto, shall be deemed originals and binding on the parties.

The policy of Latter & Blum, Inc. is to do business in accordance with the Federal Fair Housing Law. We do not discriminate against any person because of race, color, religion, sex, national origin, family status, or disability. Latter & Blum, Inc. will not refuse to rent or sell or negotiate for the rental or sale of the above property because of race, color, religion, sex, national origin, family status, or disability.

1. _____
 Name Signature Date
 Address _____

Listing Agent: **Ched Edler & Dex Shill**

Expiration of Contract: JAN 31, 2022

Latter & Blum, Inc. hereby agrees to and accepts the foregoing listing contract this _____.

Latter & Blum, Inc.

By: _____
 Manager

Exhibit A
Legal Description

LOTS 15C & 15D....BELLE TERRE I COB 109 / 606
VENDOR: MISSISSIPPI RIVER DEVELOPMENT CORP. PRICE: \$36,064.18
DATE: 5/25/77

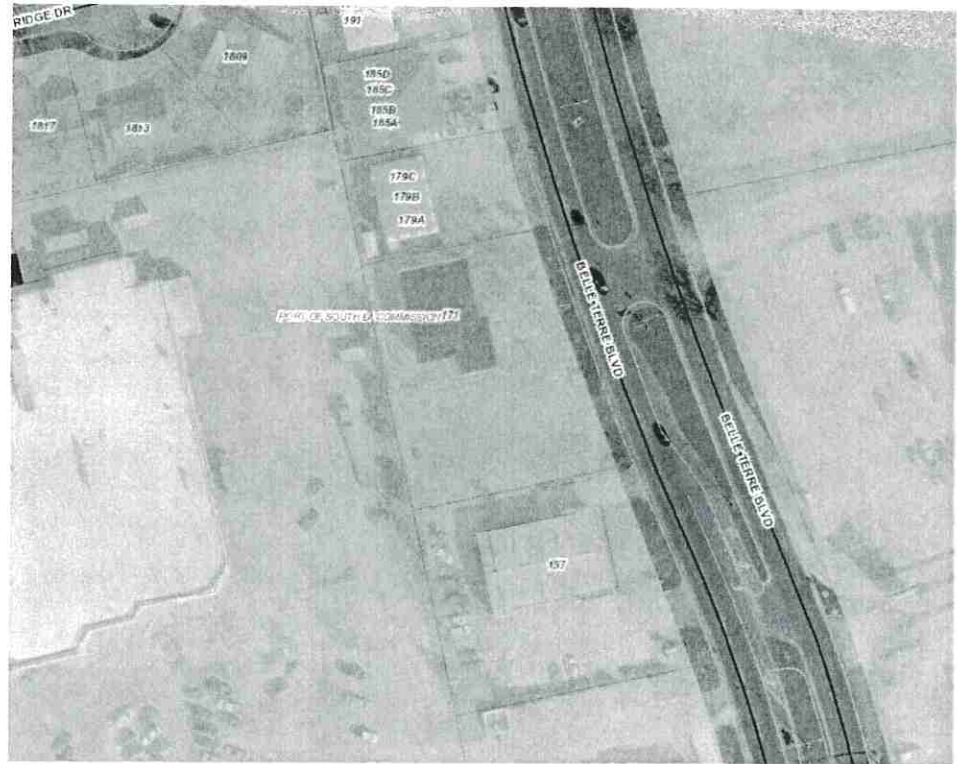


Exhibit B

Exclusions

1. River Parish Tourist Commission
2. Curtis Environmental
3. St. John the Baptist Parish

In the event that any of the above entities should purchase or lease the premise, there will be no Commission due Latter & Blum.

E



7600 Innovation Park Drive | Baton Rouge, LA 70820

P: 225.769.2810

F: 225.769.2882

July 19, 2021

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

Re: Security Gates & Apron Access
Port of South Louisiana Executive Regional Airport
PEC No. 11461

Mr. Aucoin:

All items on the referenced project have been completed by LA Contracting Enterprise, LLC., and we recommend the approval of Final Acceptance of the work performed.

If you have any questions or require any additional information, please contact our office.

Sincerely,

Gerald W. Babin, Jr., P.E.
Vice President

cc: Lisa Braud, Airport Director





**MAINTENANCE
Dredging I, LLC**

A Professional Dredging Company

P. 504-737-1600

F. 504-737-1660

www.mdi-dredging.com

Louisiana 50293

Mobile Marine Command Center

MMCC - 1

1. (6) 5' x 6" I-Beams to establish a protection barrier on starboard side of barge; will be welded, primed, and painted (2 coats). Port to supply bumpers.	\$4,350.00
2. (3) 9' x 6" I-Beams to allow use of bow of barge for docking. Includes all necessary support brackets; will be welded, primed, and painted (2 coats).	\$3,900.00
3. (3) 1 1/2" Anchor Pad Eyes for safety. Shore cables to be attached allowing for minimum movement of command vessel. (3) 100' x 3/4" cables provided. Deck plate on stern and bow with necessary steel work.	\$14,350.00
4. Cut and install MMCC 1 on Starboard and Port bow of barge	\$1,800.00
5. I-Beams/material for pad eyes.	\$2,250.00
6. Purchased and installed three (3) Kevels on starboard side for mooring of port vessels.	\$3,850.00
7. 5' x 10" x 3/8 Aluminum Plate provided to allow for ramp to travel on deck.	\$1,950.00
8. Provide handrail to prevent access to water pump area when door is open. Material for handrails.	\$3,600.00
9. Install 2,000-gallon fuel tank with transfer pump to allow for fueling of vessels.	\$29,750.00
10. Retrofit and install necessary fillings for fuel valves for both receiving and discharge.	\$4,950.00
11. Provide 8' x 16' on both starboard and port side for Command Center identification.	\$4,900.00
12. 400 lb. Ice machine installed near bow end of building.	\$8,825.00
13. Install 100' of electrical cable from original switch box to main coupling at barge. Install cable from coupling at barge to main switch gear.	\$39,600.00

Total

10557 Airline Hwy., St. Rose, LA 70087

\$124,075