MINUTES OF THE REGULAR MEETING OF THE PORT OF SOUTH LOUISIANA COMMISSION HELD AT THE PORT OF SOUTH LOUISIANA ADMINISTRATION BUILDING ON OCTOBER 16, 2024.

ITEM 1-CALL TO ORDER

Chairman Murray called the Meeting to order at 4:00 p.m.

ITEM 2-ROLL CALL

Vickie Lewis-Clark	Mr. Bazile
Mr. Bazile	Here.
Vickie Lewis-Clark	Mr. Duhe'
Mr. Duhe'	Here.
Vickie Lewis-Clark	Mr. Burks
Mr. Burks	Here.
Vickie Lewis-Clark	Mr. Scontrino; Absent
Miss. Dumas	
Miss. Dumas	Here.
Vickie Lewis-Clark	Mr. Joseph
Mr. Joseph	Here.
Vickie Lewis-Clark	Mrs. Hebert; Absent
	Mr. LeBlanc
Mr. LeBlanc	Here.
Vickie Lewis-Clark	Mr. Murray.
Mr. Murray	Here.

ITEM 3. PLEDGE OF ALLEGIANCE

Commissioner Burks led the Pledge of Allegiance.

ITEM 4. MOMENT OF SILENCE IN REMEMBRANCE OF FORMER PORT

COMMISSIONER, CART DAVIS (1994-2000)

JOY SCONTRINO, SISTER OF COMMISSIONER JOSEPH SCONTRINO

BREAST CANCER AWARENESS MONTH OCTOBER 2024

ITEM 5. APPROVAL OF MINUTES – SEPTEMBER 16, 2024

A Motion was offered by Mr. Joseph and seconded by Miss Dumas that the Minutes from the Regular Commission Meeting held on September 16, 2024, copies which are attached hereto as Exhibit A be, and the same is hereby, respectively approved.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 6. FINANCIAL REPORT – JULY 31, 2024 & AUGUST 30, 2024

A Motion was offered by Mr. Bazile and seconded by Mr. Burks that the July 31, 2024 and August 30, 2024 financial reports be, and the same are hereby, approved and payment of submitted invoices is hereby ratified.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 7. UPDATED BY THE PORTS PROGRAM MANAGER, WSP ON PORT PROJECTS

Rebecca Howell, P.E., of WSP Consulting Engineers, shared and discussed a written report on ongoing projects currently supervised by WSP pursuant to its contract with the Port.

ITEM 8. PUBLIC COMMENTS

No Public Comments.

ITEM 9. NEW BUSINESS

ITEM 9A. CONSIDER POLICY GOVERNING PUBLIC COMMENTS PERIOD DURING PORT OF SOUTH LA COMMISSION AND COMMITTEE MEETINGS

A Motion was offered by Mr. Joseph and seconded by Miss. Dumas hereby adopting the Public Comments Period Policy governing public comments period during Port Commission and Committee Meetings, a copy of which is attached as Exhibit B.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9B. CONSIDER AUDIT 2023-2024

A Motion was offered by Mr. Duhe and seconded by Mr. Burks authorizing and directing the Port to hereby accept the Audited Financial Statements for the years ended April 2024 and 2023 and authorize and direct the Port's auditor's, Kushner LaGraize, to submit the Audited Financial Statements to Louisiana Legislature Auditor's office, and that the Executive Director be, and he is hereby authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9C. CONSIDER RESOLUTION OF THE BOARD OF COMMISSIONERS (THE "BOARD") OF THE PORT OF SOUTH LOUISIANA (THE "PORT") AUTHORIZING KUSHNER LAGRAIZE, LLC TO PERFORM AN IN DEPTH REVIEW OF THE PORTS POLICIES, PROCEDURES AND INTERNAL CONTROLS AND AUTHORIZE THE TREASURER TO SIGN THE ENGAGEMENT LETTER DATED OCTOBER 14, 2024

A Motion was offered by Mr. LeBlanc and Mr. Duhe authorizing and directing the Port to engage Kushner Lagraize, LLC to perform an in depth review of the Port's policies, procedures and internal controls and authorize the treasurer to sign the engagement letter dated October 14, 2024, a copy of which is attached as Exhibit C; and that the Executive Director be, and he is hereby authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9D. CONSIDER RESOLUTION GRANTING FINANCE COMMITTEE MEMBERS BANK SIGNATURE AUTHORITY

A Motion was offered by Mr. LeBlanc and seconded by Miss Dumas to adopt a Resolution authorizing and directing the Port Finance Committee Members to have banking signature authority, a copy of which is attached as Exhibit D; and that the Executive Director be, and he is hereby, authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9E. CONSIDER ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA TO RECEIVE CAPITAL OUTLAY FUNDING FOR GLOBALPLEX WAREHOUSE AND CONVEYANCE SYSTEM, PLANNING AND CONSTRUCTION (ST. JOHN THE BAPTIST) FP&C PROJECT NO. 36-P21-24-02

A Motion was offered by Mr. Burks seconded by Mr. LeBlanc to hereby adopt a Resolution authorizing and directing the Port to enter into a Cooperative Endeavor Agreement with the State of Louisiana for the Port to receive Capital Outlay Funding for Globalplex Warehouse and Conveyance System Planning and Construction (St. John the Baptist) FP&C Project No. 36-P21-24-02, a copy of which is attached as Exhibit E; and that the Executive Director be, and he is hereby authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray

NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9F. CONSIDER RESOLUTION OF THE BOARD OF COMMISSIONERS (THE "BOARD") OF THE PORT OF SOUTH LOUISIANA (THE "PORT") AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR, THROUGH LEGAL COUNSEL, TO REQUEST AN OPINION FROM THE LOUISIANA ATTORNEY GENERAL REGARDING THE APPLICABILITY OF THE LOUISIANA PUBLIC BID LAW TO THE E-METHANOL HYDROGEN FUELING BARGE PROJECT

A Motion was offered by Mr. LeBlanc and seconded by Miss Dumas authorizing and directing the Port, through Legal Counsel, to request an opinion from the Louisiana Attorney General regarding the applicability of the Louisiana Public Bid Law to the E-Methanol Hydrogen Fueling Barge Project and that the Executive Director be, and he is hereby authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9G. CONSIDER RESOLUTION REQUESTING LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, DIVISION OF AVIATION TO PROVIDE FUNDS TO THE PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT FOR AIRPORT IMPROVEMENTS AS DESCRIBED IN THE CAPITAL IMPROVEMENT APPLICATION DATED OCTOBER 16, 2024

A Motion was offered by Mr. Joseph and seconded by Miss Dumas to hereby adopt a Resolution requesting Louisiana Department of Transportation and Department, Division of Aviation to provide funds to the Port of South Louisiana for the benefit of its Executive Regional Airport for airport improvements, as described in the Capital Improvement Application dated October 16, 2024, a copy of which is attached as Exhibit F; and that the Executive Director be, and he is hereby authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9H. CONSIDER SUBSTANTAL COMPLETION FOR FP&C PROJECT 36-P21-22-02, GLOBALPLEX ROADWAY IMPROVEMENTS AT PROJECT BUILDING No.2 (Construction Committee Item October 15, 2024)

A Motion was offered by Mr. Burks and seconded by Mr. Bazile hereby authorizing and directing the Port to accept Substantial Completion for FP&C Project 36-P21-22-02, Globalplex Roadway Improvements at Project Building No.2, a copy of which is attached as Exhibit G; and that the Executive Director be, and he is hereby authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9I. CONSIDER SUBSTANTAL COMPLETION FOR FP&C PROJECT 36-P21-22-04, GLOBALPLEX ROADWAY IMPROVEMENTS AT PARKING AREA NEAR MSOC BUILDING (Construction Committee Item October 15, 2024)

A Motion was offered by Mr. Burks and seconded by Mr. LeBlanc hereby authorizing and directing the Port to accept Substantial Completion for FP&C Project 36-P21-22-04, Globalplex Roadway Improvements at parking area near MSOC Building, a copy of which is attached as Exhibit H; and that the Executive Director be, and he is hereby authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None

ABSENT Mr. Scontrino, Mrs. Hebert

ITEM 9J. CONSIDER ENTERING INTO MASTER SERVICES AGREEMENT WITH THE BETA GROUP FOR CONSTRUCTION MATERIAL TESTING (Construction Committee Item October 15, 2024)

A Motion was offered by Mr. Burks and seconded by Mr. Joseph hereby authorizing and directing the Port to enter into a Master Services Agreement with The Beta Group for construction material testing, a copy of which is attached as Exhibit I; and that the Executive Director be, and he is hereby authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 9K. CONSIDER THE BETA GROUP TASK ORDER NO.1 – SECOND DOCK ACCESS BRIDGE PROJECT (Construction Committee Item October 15, 2024

A Motion was offered by Mr. Burks and seconded by Mr. Bazile hereby authorizing and directing the Port to approve The Beta Group Task Order No.1-Second Dock Access Bridge Project, a copy of which is attached as Exhibit J; and that the Executive Director be, and he is hereby authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

ITEM 10. COMMITTEE REPORTS AND COMMISSIONER'S REMARKS

Commissioner Joseph stated that the Security Committee Meeting was held on Monday.

ITEM 11. ADJOURNMENT

A Motion was offered by Mr. Joseph and seconded by Mr. LeBlanc that the meeting be adjourned.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Miss Dumas, Mr. Joseph, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Scontrino, Mrs. Hebert

The meeting adjourned at 4:32 p.m.

Stanley C. Bazile
Secretary

P. Joey Murray, III
Chairman

November 20, 2024

B

Public Comments During Commission Meetings

The Port of South Louisiana provides a public comment period at all Commission meetings in accordance with the Louisiana Open Meetings Law subject to the following.

1. Public comments shall be limited to the agenda items upon which a vote is to be taken at that meeting, and the public comment period shall consist of a singular period scheduled prior to action by the Commission on the agenda items upon which a vote is to be taken.

2. Persons wishing to comment during the public comment period shall sign their names on a provided register and identify the agenda item(s) on which they intend to comment.

3. For every agenda item upon which a vote is to be taken at that meeting, the Commission will allow each side (both pro and con) up to three (3) speakers two (2) minutes each.

    a. The Commission reserves the right to add to the number of speakers or to the allotted time as the circumstances dictate.

    b. In order to maximize the time for all speakers, the Commission also reserves the right to limit the time of any speaker who is merely repeating what has been said by a previous speaker.

    c. If a large number of speakers intend to comment on a single agenda item, the Commission reserves the right to request they select one or more representative speakers to speak for the group.

4. All comments shall be made respectfully, without any vulgarity or personal attacks on any individual.

5. The public comment period shall not be a question-and-answer session wherein the members of the public ask questions and/or demand answers of the Commission or public employees.

6. The taking of flash photography and video during Commission meetings is prohibited, and no person shall disrupt a Commission meeting by moving about the audience in order to take photographs or video.

7. The Commission reserves the right to designate an area of its meeting room to which photography/videography/audio recording equipment and personnel are limited.

8. The Commission shall take any other actions necessary to uphold the foregoing rules and maintain order and decorum in the meeting.

C

RESOLUTION

WHEREAS, both the attorney and Certified Public Accountant auditor for the Port of South Louisiana (the "Port") have reminded each Commissioner of the Board of Commissioners of the Port that each Commissioner owes a fiduciary duty and responsibility to the Port when overseeing the Port's funds, assets, and operations; and

WHEREAS, the Port's Certified Public Accountant auditor has advised that a periodic review of the Port's policies, procedures and internal controls to maintain compliant, efficient and effective operations in an ever-changing world is incumbent upon the discharge of such fiduciary responsibility; and

WHEREAS, such a review has not been conducted by or on behalf of the Port for many years; and

WHEREAS, the Port's Certified Public Accountant auditor recommends an in-depth review of the Port's policies, procedures and internal controls over its major transaction classes, including, but not limited to, contracts, leases, grants (and grant applications), and compliance with all applicable laws and regulations; and

WHEREAS, the Port has experienced, and it is anticipated that the Port will continue to experience, many changes relating to personnel; and

WHEREAS, the Port will implement a new accounting system; and

WHEREAS, the Port's Certified Public Accountant auditor advises that a review of the Port's policies, procedures and internal controls, as well as documenting same, can assist the Port's administration with the delegation of responsibilities during these transitions.

NOW THEREFORE be it Resolved that Kushner LaGraize be, and it is hereby engaged, to provide to the Port those services referred to in Exhibit "A" attached hereto, for the consideration set forth therein;

FURTHER, Resolved that the Chairperson of the Finance Committee of the Port be, and he is hereby, authorized and directed, to execute, on behalf of the Port, said Exhibit __ (or a document substantially the same.)

D

RESOLUTION OF BOARD OF COMMMISSIONERS

(Authority for Port of South Louisiana Banking Accounts)

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of **PORT OF SOUTH LOUISIANA** and the keeper of the records and corporate seal of said Corporation and that the following is a true and correct copy of a Resolution duly adopted at a Regular Meeting of the Board of Directors of said Corporation held in accordance with the By-Laws of said Corporation at its offices at 1720 Highway Louisiana 44, Reserve, Louisiana on the 16th day of October, **2024.**

Be It Resolved, that ____________ **BANK**(herein called the "Depository") be, and it is hereby, designated a depository of this Corporation.

Be It Further Resolved that the following individuals are currently Commissioners of the Port of South Louisiana:

Robbie LeBlanc, Paul Joey Murray, III, Joseph Scontrino, III, Jason Duhe, Ryan E. Burks, Stanley Bazile, Florence Dumas, Louis Joseph, Julie Hebert.

Be It Further Resolved that two(2)members of the Finance Committee must sign all checks with the exception of payroll which requires one signature. Finance Committee Members are Robbie Leblanc(Treasurer),Paul Matthews(Executive Director)Joseph Scontrino (Governor appointee),Jason Duhe (Parish Appointee)and Paul Joey Murray, III (Board Chairman/Ex-Officio).

In Witness Whereof, I have hereunto affixed my name as **Stanley Bazile**, Secretary and have caused the corporate seal of said Corporation to be hereto affixed the 16th day of October, **2024.**

Stanley C. Bazile

Secretary

SEAL

E

A Motion was offered by Mr. Burks and seconded by Mr. LeBlanc.

RESOLUTION

GLOBALPLEX WAREHOUSE AND CONVEYANCE SYSTEM, PLANNING AND CONSTRUCTION (ST. JOHN THE BAPTIST) FP&C PROJECT NO. 36-P21-24-02

WHEREAS , the Port of South Louisiana has received an appropriation in the 2024 Legislative Session from the State of Louisiana through its Department of Transportation and Development, Facility Planning and Control in the amount of Three Million, Sixty-Six Thousand, Six Hundred Sixty-Seven Dollars ($3,066,667) for the Globalplex Warehouse and Conveyance System, Planning and Construction (St. John The Baptist) FP&C Project No. 36-P21-24-02 (hereafter, "the Project");

WHEREAS, the Port of South Louisiana Commission Board of Commissioners (hereafter sometimes the "Commission"), as governing authority of the Port of South Louisiana (the "Port") desires to authorize the Port's Executive Director, Paul Matthews, to execute and deliver, on behalf of the Port, that certain Cooperative Endeavor Agreement by and between the Port, and the State of Louisiana pertaining to the above -named Project (hereafter, the "CEA");

WHEREAS, the Port's Commission further desires to authorize the Port's Executive Director, Paul Matthews, to act on behalf of the Port in all matters pertaining to the Port's obligations to the State of Louisiana (the "State") under the above-mentioned CEA in order for the Port to receive any funding appropriated by the state regarding the Project, including the authority to certify requests for reimbursement(s) from the State pursuant to that CEA.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of South Louisiana, acting as governing authority of the Port of South Louisiana, that:

1) The Port's Executive Director, Paul Matthews, is hereby authorized to execute and deliver on behalf of the Port that certain CEA by and between the Port and the State pertaining to the above-named Project in order for the Port to receive funding appropriated by the State, including authority to certify requests on behalf of the Port for State disbursements .

2) The Executive Director, Paul Matthews, is hereby further authorized to act on behalf of the Port in all matters pertaining to the Port's obligations to the State under the above-mentioned CEA in order for the Port to receive funding appropriated by the State , including the authority to certify requests for reimbursement(s) from the State pursuant to that CEA.

F

Port of South Louisiana Commission

Date: ____________________

R E S O L U T I O N

WHEREAS, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

WHEREAS, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

WHEREAS, the Port of South Louisiana hereinafter referred to as "Sponsor", has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Port of South Louisiana Executive Regional Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

WHEREAS, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

NOW, THEREFORE, BE IT RESOLVED:

SECTION I

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Port of South Louisiana Executive Regional Airport specifically as described in the Capital Improvement Program Application for State Financial Assistance dated October 16, 2024:

SECTION II

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

SECTION III

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

SECTION IV

That the Chairman, Paul Joey Murray, III of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

SECTION V

That this resolution shall be in full force and effect from and after its adoption.

The Port of South Louisiana met in regular session on this date. The aforesaid resolution was offered by _____________ and seconded by ______________. The aforesaid resolution, having been submitted to a vote, the vote thereon was as follows:

YEAS: _______ NAYS: ________ ABSENT: ________.

WHEREUPON, the resolution was declared adopted on the _______ day of ______________, 20____.

Port of South Louisiana

BY:____

(Signature)

____

Paul Joey Murray, III

TITLE: Commission Chairman

ATTEST:________________________________

Stanley Bazile

TITLE: Secretary

CERTIFICATE

IT IS HEREBY certified that the above is a true and correct copy of a resolution passed by the Sponsor of _______________ Parish, Louisiana in regular session convened on this, the _____ day of ____________, 20__.

____

(Signature of Secretary of Sponsor)

____

(Title)

G

SECTION 00019

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Project # 2 – Port Roadway Improvements

DATE OF SUBSTANTIAL COMPLETION: October 4, 2024

The work performed under this contract has been inspected by an authorized representative of the Owner, Contractor and Engineer, and the Project is hereby declared complete.

Construction is in substantial conformance with the approved plans and specifications and no known material or construction deficiencies exist.

All required tests and measurements have been made in accordance with the specifications, to establish the quality and quantity of material and construction.

Shread-Kuyrkendall & Associates, Inc.
Engineer

The Contractor accepts the above CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractor KASS Bros, INC

APPROVED:

Port of South Louisiana
Owner

END OF SECTION

H

SECTION 00019

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Project # 3 – Port Roadway Improvements

DATE OF SUBSTANTIAL COMPLETION: October 4, 2024

The work performed under this contract has been inspected by an authorized representative of the Owner, Contractor and Engineer, and the Project is hereby declared complete.

Construction is in substantial conformance with the approved plans and specifications and no known material or construction deficiencies exist.

All required tests and measurements have been made in accordance with the specifications, to establish the quality and quantity of material and construction.

Shread-Kuyrkendall & Associates, Inc.
Engineer

The Contractor accepts the above CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractor KASS Bros, INC

APPROVED:

Port of South Louisiana
Owner

END OF SECTION

I

MASTER PROFESSIONAL SERVICES AGREEMENT

This is an agreement (the "Agreement") by and between The Port of South Louisiana ("Owner" or "Port") and The Beta Group ("Consultant").

The Owner has a need for Consultant's construction material testing services for multiple projects ("Project")pursuant to and identified in proposals and task orders ("Task Orders").

This Agreement sets forth the general terms and conditions which shall apply to the Task Orders duly executed under this Agreement.

Both parties acknowledge that proposals/task orders are in effect for Globalplex Roadway Improvement Projects 2, 3, 4 and Northwest Drainage Project.

Owner and Consultant (collectively the "Parties" and each a "Party") further agree as follows:

1.01 *Services of Consultant*

A. Scope

1. Consultant's services will be detailed in a duly executed Task Order the Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. The Task Order will indicate the specific services to be performed and deliverables to be provided.

2. Consultant shall not be obligated to perform any prospective Task Order unless and until Owner and Consultant agree in writing as to the particulars of the Specific Project, including the scope of Consultant's services, time for performance, Consultant's compensation, and all other appropriate matters.

B. Task Order Procedure

1. Owner and Consultant shall agree on the scope, time for performance, and basis of compensation for each Task Order. The Task Order shall be subject to the terms and conditions of this Agreement.

2. Consultant will commence performance as set forth in the Task Order.

3. Consultant shall provide, or cause to be provided, the services set forth in the Task Order.

2.01 *Payment Procedures*

A. *Invoices*: Unless another method is set forth in the Task Order agreed to by the parties in writing, Consultant shall prepare invoices in accordance with its standard invoicing practices, which shall include at a minimum, identification and the date of the specific Task Order, a description of the work performed, who performed the work, and how long it took to perform the work and submit the invoices to Owner on a monthly basis. Undisputed amounts are due and payable within 30 days of receipt of the invoice.

3.01 *Term and Termination*

A. The term of this Agreement shall begin on the Effective Date

B. The obligation to continue performance under this Agreement may be terminated by either Party on thirty (30) days written notice provided that Consultant's termination of this Agreement shall not apply with respect to uncompleted Task Orders previously entered.

C. In the event of any termination under Paragraph 3.01(B), Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination; subject, however, to any setoff or deduction by Owner in the event there is any dispute as to the amount of the invoice or the quality or quantity of the services provided by Consultant.

4.01 *Successors, Assigns, and Beneficiaries*

A. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other.

B. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

6.01 *Indemnification*

A. To the fullest extent permitted by applicable law, Consultant agrees to indemnify, defend, and hold harmless the Owner, its commissioners, affiliates, employees, agents, representatives, successors and assigns against any and all claims, included but not limited to cyber breaches, losses, damages, liabilities, penalties, punitive damages, expenses, including and not limited to legal fees, and costs of any kind whatsoever, which result from or arise out of any negligent or wrongful act or omission of the Consultant, its owners, directors, affiliates, agents, representatives, employees, successors and assigns. This indemnification will survive the termination of this Agreement.

7.01 *Insurance*

Consultant shall maintain at its own expense the following insurance:

A. Professional Liability Insurance Coverage in the amount of $1,000,000. Consultant shall provide a copy of the Certificate of Insurance to the Owner;

B. Workers Compensation Insurance at the full force and level required by law;

C. Commercial General Liability Insurance with a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000; and

D. Automobile Liability Insurance with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

Consultant shall provide Owner with Certificates of Insurance and Endorsements (as may be required) for the above insurance before commencing work. Additionally, if requested by Owner in the Task Order, Owner will be added as an additional insured as to Consultant's Commercial General Liability Insurance and Automobile Liability Insurance Policies.

8.01 *Statutory Employer*

A. For the limited purpose of taking advantage of the provisions of La. R.S. 23:1031 and La. R.S. 23:1061 as amended by Act 315 of the 1997 Regular Legislative Session and only for the purpose of this Agreement, the Owner and Consultant jointly agree, stipulate and recognize that the Owner shall be the statutory employer of Consultant and any and all of Consultant's agents, employees, servants and/or any other person performing services under this Agreement, and/or any other person for whom Consultant may be held responsible, while any of the above described persons are performing any work or providing any services under this Agreement. The Owner and Consultant further stipulate, agree and recognize that all work performed under this Agreement between the Owner and Consultant shall be considered part of the Owner's trade, business or occupation and shall be specifically considered an integral part of or essential to the ability of the Owner to generate its goods, products or services. The Owner and Consultant further stipulate, agree and recognize that the services or work provided by Consultant or any other person retained by Consultant or the Owner for the performance of any work or service under this Agreement are contemplated by and included in this provision. The above notwithstanding, Consultant shall remain solely and primarily responsible and liable for the payment of Louisiana Workers' Compensation benefits and insurance premiums to and for Consultant's agents, employees, servants and/or any other person performing services under this Agreement, and/or any other person for whom Consultant may be held responsible, and shall not be entitled to any contribution or indemnity for any such payments from the Owner.

9.01 *Confidentiality*

A. Confidential information ("Confidential Information") refers to any data or information relating to the business of the Port which would reasonably be considered to be proprietary to the Owner, including, but not limited to, accounting records, business process, and records and that are not generally known in the industry of the Owner. Consultant agrees that it will not disclose, divulge, reveal or report or use, for any purpose, any Confidential Information which Consultant obtains except as authorized by the Owner in writing or required by law. The obligations of confidentiality will apply during the term of this Agreement and also will survive after termination of this Agreement. All written and oral information and material disclosed or provided by the Owner to Consultant under this Agreement is confidential information regardless of whether it was provided before or after the date of this Agreement or how it was provided to Consultant.

10.01 *Proprietary Interest*

A. Ownership of Data. All data created or utilized by Consultant in performance of activities under this Agreement and Task Orders relating thereto shall belong to and remain as property of Owner with Consultant having no ownership interest therein. Data as used herein shall include, but is not limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of Owner.

B. Ownership of Files. Consultant shall be entitled to full and complete access of all files and materials prepared by the Owner or its agent in the course of its work under this Agreement and Task Orders relating to the Project(s) designated in the Task Orders until this Agreement is terminated.

11.01 *Independent Contractor Status*

It is understood and agreed by the parties hereto that Consultant is entering into this Agreement in the capacity of an Independent Contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between Owner and Consultant. The parties hereto acknowledge and agree that Owner shall not: (a) withhold Federal or State Income Taxes; (b) withhold Federal Social Security Tax (FICA); (c) pay Federal or State Unemployment Taxes for the account of Consultant; or (d) pay Workman's Compensation Insurance Premiums for coverage for Consultant. Consultant agrees to be responsible for and to pay all applicable Federal Income Taxes, Federal Social Security Tax (or Self-Employment Tax in lieu of thereof) and any other applicable Federal or State Unemployment Taxes.

12.01 *Notices*

All notices to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been duly given when personally delivered or if mailed by United States First Class certified mail, postage prepaid, within five (5) days of deposit in the U.S. Mail. Notices shall be delivered or mailed to the following addresses:

Owner:

Port of South Louisiana
Attention: Paul Matthews
Executive Director
Post Office Box AE
Reserve, LA 70084

Consultant:

The Beta Group
Post Office Box 2203
Gretna, Louisiana 70054

13.01 *Jurisdiction, Jury Waiver, Law & Attorney's Fees*

A. This Agreement is to be governed by the laws of the State of Louisiana.

B. As to any dispute relating to this Agreement or the Task Orders thereunder, the Parties hereto waive the right to a jury trial and agree to the exclusive jurisdiction in the 40th Judicial District for the Parish of St. John the Baptist, Louisiana. In addition, in any such dispute, the prevailing party is entitled to reimbursement for reasonable attorney's fees, expert fees, and costs arising from the dispute.

14.01 *Electronic Execution & Counterparts*

This Agreement (and individual Task Orders) may be executed electronically by transmitting an executed copy of this Agreement to the other party by email which shall be deemed sufficient and such electronic copy of this Agreement shall be deemed to be an original for all purposes. This Agreement may also be executed in counterparts which together shall be deemed an original.

15.01 *Entire Agreement*

A. This Agreement (including attachment A which is the form for the Task Orders) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. This Agreement and each of its terms and conditions shall be enforced to the fullest extent permissible by law. Each provision of this Agreement is intended to be severable. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable and such provision is not subject to modification so as to render it enforceable under applicable law, the same shall not affect the validity or enforceability of any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	CONSULTANT:
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date Signed: ______________________	Date Signed: ______________________

J

TheBetaGroup
engineering and construction services

September 23, 2024

Ms. Vickie Lewis-Clark
Port of South Louisiana
1720 LA 44
Reserve, LA 70084

RE: Port of South LA Globalplex Second Doc Access Bridge - Task Order No. 1

Dear Ms. Lewis-Clark:

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

- Aggregate/Soils Laboratory and Field Testing
- Concrete Testing and Inspections/ Sample Pick Up
- Pile Driving Inspections and Logging
- Vibration Monitoring
- Pile Load Tests including reports
  800 Ton Hydraulic Ram, Equipment and Calibration - 2-day rental **($3258.00)**
- PDA - Dynamic Pile Testing and CAPWAP Analysis
  Test day for PDA Operator and Equipment - **($1898.00/Day)**
  CAPWAP analysis, per analysis **($864.00 minimum) - $432.00/EA**
  WEAP Analysis -**($1495/ first anlaysis, new report)($432/ additional anlaysis on same report)**
- Travel and Reporting Fees
- Concrete Preplacement Inspections - If Required **($88.00/Hr)**

Estimated Cost Proposal **$95,618**

Estimated cost proposal is based on our 2024 Standard Schedule of Rates and our assumptions of the construction schedule. Please keep in mind that our rates are fixed but we cannot control the performance of the contractor which could increase or decrease our cost.

We are nationally accredited by the American Association for State Highway and Transportation Officials (AASHTO), and are validated by the United States Army Corps of Engineers. TBG is also a recognized Disadvandaged Business Entity (DBE) with the City of New Orleans, the Federal Aviation Administration, and the State of Louisiana's Unified Certification Program. TBG is also recognized by the State of Louisiana as a Hudson Initiative small business.

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

CLIENT AUTHORIZATION OF TBG PROPOSAL

Sincerely,
The Beta Group

Travis Kieff

Travis Kieff
Estimator

Signature

Date

P.O. Box 2203, Gretna, LA 70054 Phone: (504) 227-2273 Fax: (504) 227-2274
www.betagroupgc.com