

**MINUTES OF THE REGULAR MEETING OF THE PORT OF SOUTH LOUISIANA
COMMISSION HELD AT THE PORT OF SOUTH LOUISIANA
ADMINISTRATION BUILDING ON AUGUST 14, 2024.**

ITEM 1-CALL TO ORDER

Chairman Burks called the Meeting to order at 4:04 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. Scontrino
Mr. Scontrino Here.

Vickie Lewis-Clark Mr. Burks
Mr. Burks Here.

Vickie Lewis-Clark Miss. Dumas
Miss. Dumas Here.

Vickie Lewis-Clark Mr. Joseph
Mr. Joseph Here.

Vickie Lewis-Clark Mrs. Hebert
Mrs. Hebert Here.

Vickie Lewis-Clark Mr. LeBlanc
Mr. LeBlanc Here.

Vickie Lewis-Clark Mr. Murray
Mr. Murray Here.

ITEM 3. PLEDGE OF ALLEGIANCE

Commissioner Bazile led the Pledge of Allegiance.

2023-2024 FORMER COMMISSIONERS' APPRECIATION

In recognition of Former Commissioners: Whitney Hickerson, Katie Klibert, Judy Songy and Paul Robichaux in appreciation of their service to the Port of South Louisiana.

ITEM 4. ELECTION OF VICE CHAIRMAN

A Motion was offered by Mr. Duhe' and seconded by Mrs. Hebert to elect Joey Scontrino, to serve as Vice Chairman to the Port of South Louisiana Board of Commissioners.

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

NAYS None

ABSTAIN None

ABSENT None

ITEM 5. APPROVAL OF MINUTES – JULY 8, 2024

A Motion was offered by Mr. Joseph and seconded by Mrs. Hebert that the Minutes from the Regular Commission Meeting held July 8, 2024 a copy of which is attached hereto as Exhibit A be approved.

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

NAYS None

ABSTAIN None

ABSENT None

ITEM 6. FINANCIAL REPORT

Mr. LeBlanc presented the Financial Report.

A Motion was offered by Mr. LeBlanc and seconded by Mr. Joseph, that the June 30, 2024 Financial Report, a copy of which is attached hereto as Exhibit B be approved and the payment of submitted invoices for the month of June be ratified.

YEAS Mr. Bazile, Mr. Duhe, Mr. Scontrino, Mr. Burks, Miss Dumas, Mr.
Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray

NAYS None

ABSTAIN None

ABSENT None

ITEM 7. STAKEHOLDERS PRESENTATION -ASSOCIATED TERMINALS

Todd Fuller with Associated Terminals provided the Stakeholders Presentation.

ITEM 8. CHIEF EXECUTIVE OFFICER’S REPORT

Mr. Paul Matthews presented the Chief Executive Officer’s Report.

Tonnage/Vessel and Barge Report for first six (6) months of the year:

Tonnage - 126,011,537 increase of 5% over same period in 2023

Vessel Calls – 1,821 increase of 1% over 2023

Barge Calls – 28,057 increase of 20% over 2023

Construction of the Second Dock Access Bridge to begin on or before August 28, 2024.

Two (2) drones were purchased with Port Security funds.

The Port vessel will participate in the Blessing of the River from Convent to the French Quarter Tomorrow, August 15th.

Brian Cox, Ernest Gray and Milton Corney attended the AAPA Smart Ports Conference in Seattle last month.

Ted Knight traveled to Cincinnati to provide a presentation (along with Nucor) to Women in Metals Industry Riverboat Event and held meetings with Cincinnati Barge & Rail.

Commissioner’s Workshop was held on August 5 & 6 in Baton Rouge.

Life for Tyres Lease signed on July 25, 2024.

Attended meetings and discussions with the Five (5) Lower Mississippi River Ports about the Lower Mississippi River Market Analysis being conducted.

Ted Knight, Roy Quezaire and I attended the July and August Ports Association of Louisiana Board Meetings.

Brian Cox and team met with Department of Homeland Security and FBI to discuss Port security as well as cyber security.

Governor Landry’s Policy Team met with Port team and toured the Port. Austin Lewis, Andrew Kilshaw and Stephen Swiber.

I was invited by Congressman Garret Graves to speak at the Congressional Orientation Dinner in New Orleans. The focus of the dinner meeting was to illustrate the critical relationship between the energy industry and coastal restoration efforts in south Louisiana.

I met with St. James Sheriff Claude Louis and provided a tour of the Port.

ITEM 9. PUBLIC COMMENTS

No Public Comments.

ITEM 10. NEW BUSINESS

ITEM 10A. CONSIDER RESOLUTION AUTHORIZING THE PORT OF SOUTH LOUISIANA TO REPLACE ITS CURRENT PROFESSIONAL LEGAL SERVICES AGREEMENT WITH BREAZEALE, SACHSE & WILSON, LLP AND ENTER INTO A NEW PROFESSIONAL LEGAL SERVICES AGREEMENT WITH BREAZEALE, SACHSE & WILSON, LLP

A Motion was offered by Mr. LeBlanc and seconded by Mr. Bazile that a Resolution be adopted authorizing and directing the Port to replace its current professional legal services agreement with Peter Butler and his firm, Breazeale, Sachse & Wilson, LLP, and enter into a new professional legal services agreement with Breazeale, Sachse & Wilson, LLP, 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, a copy of which is attached as Exhibit C.

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

ITEM 10B. CONSIDER RESOLUTION AUTHORIZING THE PORT OF SOUTH LOUISIANA TO ENTER INTO A PROFESSIONAL (SPECIAL COUNSEL) LEGAL SERVICES AGREEMENT (ENVIRONMENTAL) WITH TIMOTHY W. HARDY AND HIS FIRM BREAZEALE, SACHSE & WILSON, LLP

A Motion was offered by Mr. Joseph and seconded by Mrs. Hebert authorizing and directing the Port to enter into a Professional (Special Counsel) Legal Services Agreement (Environmental) with Timothy W. Hardy and his firm, Breazeale, Sachse & Wilson, LLP, 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, a copy of which is attached as Exhibit D.

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

ITEM 10C. CONSIDER ENTERING INTO MASTER SERVICES AGREEMENT WITH INFINITY ENGINEERS CONSULTANTS, LLC

A Motion was offered by Mr. Joseph and seconded by Miss Dumas authorizing and directing the Port to enter into a Master Services Agreement a copy of which is attached hereto as Exhibit E with Infinity Engineers Consultants, LLC, 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. Scontrino, Mr. Burks, Miss Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 10D. CONSIDER INFINITY ENGINEERS CONSULTANTS, LLC TASK ORDER NO.1 RESIDENT INSPECTOR SERVICES FOR SECOND DOCK ACCESS BRIDGE

A Motion was offered by Mr. Scontrino seconded by Mr. LeBlanc authorizing and directing the Port to execute Infinity Engineers Consultants, LLC Task Order No.1 resident inspector services for Second Dock Access Bridge a copy of which is attached hereto 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. Scontrino, Mr. Burks, Miss Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

A Motion was offered by Mr. Duhe' and seconded by Mr. Scontrino to reopen Item 10D. Infinity Engineers Consultants, LLC Task Order No.1 Resident Inspector Services Dock Access Bridge. Recommendation to add items from legal counsel letter dated August 12, 2024. The Motion now authorizes and directs the Port to execute Infinity Engineers Consultants, LLC Task Order No.1 resident inspector services for Second Dock Access Bridge for an amount not to exceed \$197,600.00 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. Scontrino, Mr. Burks, Miss Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 10E. CONSIDER BIDS RECEIVED FOR THE ACCESS ROAD TO BUILDING 71/GLOBALPLEX ROAD IMPROVEMENTS AND DRAINAGE BETWEEN GLOBALPLEX BUILDINGS 71 AND 76 PROJECT

A Motion was offered by Mr. Burks and seconded by Mr. Scontrino authorizing and directing the Port to reject all bids and rebid the project for the Access Road to Building 71/Globalplex Road Improvements and Drainage between Globalplex Buildings 71 and 76 Project and 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. Scontrino, Mr. Burks, Miss Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 10F. CONSIDER AECOM TECHNICAL SERVICES, INC. TASK ORDER NO. 100A-PERMITTING, BIDDING, AND CONSTRUCTION PHASE-ADDITIONAL SERVICES FOR SECOND DOCK ACCESS BRIDGE

A Motion was offered by Mr. LeBlanc and seconded by Mr. Bazile authorizing and directing the Port to approve AECOM Technical Services, Inc. Task Order No.100-A permitting, bidding, and construction phase-additional-services for Second Dock Access Bridge a copy of which is attached hereto as Exhibit G and 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. Scontrino, Mr. Burks, Miss Dumas,
Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray

NAYS None

ABSTAIN None

ABSENT None

ITEM 10G. EXECUTIVE SESSION IN ACCORDANCE WITH LA. R.S. 42:17:

- A. THE DECENDANTS PROJECT VS. PORT OF SOUTH LOUISIANA, ET AL , 40TH JUDICIAL DISTRICT COURT, PARISH OF ST. JOHN THE BAPTIST, STATE OF LOUISIANA , DIVISION A, DOCKET C-79170
- B. THE DECENDANTS PROJECT VS. LUCIEN J. GAUFF, III, ASSESSOR AND GREENFIELD LOUISIANA, LLC, , 40TH JUDICIAL DISTRICT COURT, PARISH OF ST. JOHN THE BAPTIST, STATE OF LOUISIANA , DIVISION A, DOCKET NUMBER C-79485
- C. THE DECENDANTS PROJECT VS. ST. JOHN THE BAPTIST PARISH, THROUGH IT'S EXECUTIVE OFFICER, PARISH PRESIDENT JACLYN HOTARD, ET AL , 40TH JUDICIAL DISTRICT COURT, PARISH OF ST. JOHN THE BAPTIST, STATE OF LOUISIANA , DIVISION A, DOCKET NUMBER C-80394

A Motion was offered by Mr. Joseph and seconded by Mrs. Hebert to enter Executive Session. The Chairman invited the following individuals into Executive Session: Attorneys Peter Butler Timothy W. Hardy and Kristin Oglesby, Paul Matthews, Tamara Kennedy, Chambrel Williams, Brian Cox and Micah Cormier. Time: 4:44 p.m.

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

NAYS None

ABSTAIN None

ABSENT None

A Motion was offered by Mr. Joseph and seconded by Mrs. Hebert to return from Executive Session. Time: 5:15p.m.

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

NAYS None

ABSTAIN None

ABSENT None

No action was taken during Executive Session.

ITEM 11. COMMITTEE REPORTS AND COMMISSIONER'S REMARKS

Mr. Joseph congratulated Mr. Scontrino on being voted Vice Chairman. He thanked Mr. Burks for his service as Chairman and congratulated Mr. Murray on his appointment as Chairman.

Mr. Scontrino thanked everyone for their support.

Miss Dumas congratulated Mr. Scontrino and Mr. Murra. She and thanked the Port for the (professional) Commissioners Workshop. She learned a lot. She also thanked Mr. Milton Corney and Ms. Patti Crockett for their help with IT and emails today.

Mr. Murray thanked Mr. Burks for service as Chairman.

ITEM 12. ADJOURNMENT

A Motion was offered by Mr. LeBlanc and seconded by Mr. Joseph to adjourn the meeting.

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

NAYS None

ABSTAIN None

ABSENT None

The meeting adjourned at 5:20 p.m.


Stanley C. Bazile
Secretary


P. Joey Murray, III
Chairman

September 16, 2024

PORT OF SOUTH LOUISIANA

RESOLUTION

The following Motion was offered by _____ who moved for its adoption and seconded by _____ at the August 14, 2024 meeting of the Port of South Louisiana Commission.

WHEREAS, the Port of South Louisiana Commission has determined that a real necessity exists to continue the employment of the law firm, Breazeale, Sachse & Wilson, L.L.P., to continue to provide legal services on several complex cases involving the Port of South Louisiana;

WHEREAS, the Port of South Louisiana has several legal matters pending in various Courts that include complex contract disputes and specialized zoning disputes, with attorneys from Breazeale, Sachse & Wilson, L.L.P. currently enrolled as legal counsel for the Port of South Louisiana;

WHEREAS, the Port of South Louisiana also has other ongoing complex legal matters that includes but is not limited to the need for sophisticated contract advice and expertise in negotiating the potential acquisition of a massive industrial site;

WHEREAS, Breazeale, Sachse & Wilson, L.L.P. has attorneys who specialize in the matters in which it is representing the Port of South Louisiana;

WHEREAS, the following individuals employed by Breazeale, Sachse & Wilson, L.L.P. that will be providing legal services to the Port of South Louisiana include:

- | | | |
|-------------------------------|-----------------------------------|------------------------------|
| 1. Attorney Peter Butler, Jr. | 9. Attorney Jacob Roussell | 17. Paralegal Margaret Beyer |
| 2. Attorney Troy Villa | 10. Attorney Mickey Hubbell | |
| 3. Attorney Richard Passler | 11. Attorney Stephen R. Whalen | |
| 4. Attorney Eric Landry | 12. Attorney Phillip J. Giorlando | |
| 5. Attorney Thomas Benjamin | 13. Attorney Kristin E. Oglesby | |
| 6. Attorney Kayla Jacobs | 14. Steven Loeb | |
| 7. Attorney Rachel Jeanfreau | 15. Paralegal Lisa Minchew | |
| 8. Attorney Alan Goodman | 16. Paralegal Margaret Delacerda | |

WHEREAS, the cost for these services shall be billed as follows and shall not exceed Five Hundred Thousand Dollars (\$500,000):

- | | |
|-------------------|--|
| \$350.00 per hour | Attorneys-10 years or more experience practice of law |
| \$275.00 per hour | Attorneys-5 to 10 years or more experience practice of law |
| \$225.00 per hour | Attorneys-3 to 5 years or more experience practice of law |
| \$175.00 per hour | Attorneys less than 3 years or more experience practice of law |
| \$80.00 per hour | Paralegals |

WHEREAS, the term shall commence on August 14, 2024 and expire on August 13, 2025;

WHEREAS in the event of claims brought in federal court seeking equitable relief, these claims may implicate the interests of the State of Louisiana, and so the Board agrees to provide advance written notice to the Louisiana Attorney General ten (10) business days before the next meeting and an opportunity for the Attorney General to express concerns directly to the Board in writing or in executive session before the Board:

- (1) proposes a settlement, accepts a proposed settlement, agrees to a consent decree, or enters any other agreement with any party in any federal action for declaratory or injunctive relief that is going to be or has been filed; or
- (2) files any document in any federal case in which (a) declaratory or injunctive relief has been granted against the Board, (b) final judgement dismissing the case has not been entered, and (c) at least 3 years have passed since any party seeking relief, including the USDOJ in an amicus capacity, filed any document in the case.

Accordingly, the Board authorizes and directs the law firm to provide the required notice to the Attorney General, release such information and documentation as the Attorney General may request in response to the notice, and generally cooperate with the Attorney General in regard to the notice

WHEREAS, this resolution shall take effect immediately; and

THEREFORE, BE IT RESOLVED that the Port of South Louisiana pursuant to La. R.S. 42:262, does hereby retain and employ Breazeale, Sachse & Wilson, L.L.P. as special counsel; and

BE IT FURTHER RESOLVED, that this Resolution and proposed contract described herein be submitted to the Attorney General for the State of Louisiana for approval.

The resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

Whereupon the Resolution was declared adopted by the Port of South Louisiana Commission on the ____ day of __, 20__.

I, Paul Joey Murray, III, Chairman of the Port of South Louisiana under authority vested in me under the law, hereby certify the above and foregoing to be a true and exact copy

of a resolution adopted by the said Board at its meeting held the 14th day of August,
2024, at which a quorum was present, and the same has not been revoked, rescinded
or altered in any manner, and is in full force and effect.

Paul Joey Murray, III, Chairman

Witnessed this ____ day of _____, 20__.

Stanley C. Bazile, Secretary

RESOLUTION

Professional Legal Services Contract
Timothy W. Hardy and his law firm,
Breazeale, Sachse & Wilson, L.L.P.

WHEREAS, the Port of South Louisiana ("Port") continues its mission to develop industrial facilities throughout the Port region; and

WHEREAS, there are several entities interested in locating in the Port district; and

WHEREAS, the Port is committed to complying with all environmental federal, state and local laws, rules and regulations, some of which are complex and require advice by a specialized environmental attorney; and

WHEREAS, Attorney Timothy W. Hardy has practiced law for over forty (40) years and his area of concentration is environmental law; and

WHEREAS, the Port has determined that a real necessity exists to employ Attorney Timothy W. Hardy and his law firm, Breazeale, Sachse & Wilson, L.L.P., to provide environmental legal representation including, but not limited to permitting, compliance, remediation and other related matter; and

WHEREAS, the Port of South Louisiana recognizes that the legal fees of Attorney Timothy W. Hardy exceed the Attorney General Fee Schedule however the knowledge and resources that Attorney Timothy W. Hardy and his law firm, Breazeale, Sachse & Wilson, L.L.P., have available will be a benefit to the Port's position in these environmental legal matters; and

WHEREAS, the following individuals who will be providing legal services to the Port of South Louisiana include:

Attorney Timothy W. Hardy
Attorney John B. King
Attorney David Fleshman
Attorney Jackie M. Marve; and
Attorney Kourtney D. Jones

WHEREAS, the cost for these services shall be billed as follows and shall not exceed One Hundred Thousand Dollars (\$150,000) for any one year:

Attorney Timothy W. Hardy	\$400
Attorney John B. King	\$400
Attorney David Fleshman	\$350
Attorney Jackie M. Marve	\$350
Attorney Kourtney D. Jones	\$200

WHEREAS, this contract shall commence on August 14, 2024 and expire on August 13, 2025.

WHEREAS, in the event of claims brought in federal court seeking equitable relief, these claims may implicate the interests of the State of Louisiana, and so the Board agrees to provide advance written notice to the Louisiana Attorney General ten (10) business days before the next meeting and an opportunity for the Attorney General to express concerns directly to the Board in writing or in executive session before the Board:

- (1) proposes a settlement, accepts a proposed settlement, agrees to a consent decree, or enters any other agreement with any party in any federal action for declaratory or injunctive relief that is going to be or has been filed; or
- (2) files any document in any federal case in which (a) declaratory or injunctive relief has been granted against the Board, (b) final judgement dismissing the case has not been entered, and (c) at least 3 years have passed since any party seeking relief, including the USDOJ in an amicus capacity, filed any document in the case.

Accordingly, the Board authorizes and directs the law firm to provide the required notice to the Attorney General, release such information and documentation as the Attorney General may request in response to the notice, and generally cooperate with the Attorney General in regard to the notice.

WHEREAS, this resolution shall take effect immediately; and

THEREFORE, BE IT RESOLVED that the Port of South Louisiana Commission, pursuant to La. R.S. 42:262, does hereby retain and employ Attorney Timothy W. Hardy, Attorney John B. King, Attorney David Fleshman, Attorney Jackie M. Marve, and Attorney Kourtney D. Jones of Breazeale, Sachse & Wilson, L.L.P. as special counsel; and

BE IT FURTHER RESOLVED, that this Resolution and proposed contract described herein be submitted to the Attorney General for the State of Louisiana for approval. --

The resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

Whereupon the Resolution was declared adopted by Port of South Louisiana Commission on the 14th day of August 2024,

I, Paul Joey Murray, III, Chairman of Port of South Louisiana, under authority vested in me under the law, hereby certify the above and foregoing to be a true and exact copy of a resolution adopted by the said Board at its meeting held the 4th day of August, 2024, at which a quorum was present, and the same has not been revoked, rescinded or altered in any manner, and is in full force and effect.

Paul Joey Murray, III Chairman

CERTIFICATION

I hereby certify that the above foregoing is a true and correct copy of a Resolution adopted at a Regular Meeting of the Port of South Louisiana and held on this _____ day of August, 2024 in which a quorum was present and voting and that the Resolution adopted is still in effect and has not been rescinded or revoked.

Signed at Reserve, Louisiana on the _____ day of August, 2024.

Stanley C. Bazile, Secretary

MASTER PROFESSIONAL SERVICES AGREEMENT

This is an agreement (the "Agreement") by and between The Port of South Louisiana ("Owner" or "Port") and Infinity Engineering Consultants, LLC ("Consultant") effective as of _____ ("Effective Date").

The Owner has a need for resident inspection services for project identified as follow:

Gfobalplex Dock Access Bridge and Equipment ("Project" or Specific Project").

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

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 and end at the completion of construction of the "Project".
- 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: Infinity Engineering Consultants
4001 Division St.
Metairie, Louisiana 70002-3205

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.

Task Order
Master Professional Services Agreement (MSA), Dated:

Between

(Consultant) And

Port of South Louisiana (Owner)

Task Order No.:	1
Schedule Start:	Based on Construction Schedule
Projected Completion Date:	Based on Construction Schedule
Owner Representative:	
Consultant's Representative:	Rodney Ziegler (See attachment 1)

Location of Services:

Port of South Louisiana's Globalplex Intermodal Terminal located at 115 West 10th
St, Reserve, LA 70084

Scope of Services: (Describe Services)

Infinity Engineering Consultants will provide the following services:

1. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to Owner, and direct the Contractor to correct such observed discrepancies.
2. Inform Port of South Louisiana of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor.
3. Monitor the Contractor's on-site construction activities and inspect materials entering the work in accordance with the plans and specifications to determine that the project is constructed in reasonable conformity with such documents.
4. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
5. Conduct on-site observations of the work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
6. Conduct off-site observations of pre-fabrication and staging efforts if required.

7. Prepare a daily report to record Contractor's hours on the job site, weather conditions, data relative to questions of work change directives, change orders or changed conditions, daily activities, decisions, observations in general, and specific observations in more detail.
8. Prepare photograph logs, listing of adverse weather days, etc.

Compensation: (Describe Compensation)

Compensation is estimated at \$197,600.00 for the project. Compensation is based on a 40 hour work week with an anticipated project duration of 13 months at Infinity Engineering Consultants' standard rate of \$95 per hour. (See Attachment 2)

Payment Terms: Per 2.01 in Master Services Agreement

Other Terms: The terms of the Master Professional Services Agreement between Owner and Consultant with an Effective Date of August 9, 2024 are incorporated herein by reference.

Owner: _____

Consultant: Infinity Engineering Consultants, LLC

Raoul V. Chauvin, A.A.P.C.

By: _____

By: Raoul Chauvin

Title: _____

Title: Principal

Date: _____

Date: August 9, 2024

TASK ORDER No. 100A

In accordance with the Agreement for Professional Services between Port of South Louisiana, 1720 LA Highway 44, Reserve, LA 70084 ("Client") and AECOM Technical Services, Inc. (AECOM), 1555 Poydras St., Suite 1200, New Orleans, LA 70112, this Task Order describes the Services, Schedule, and Payment Conditions for AECOM Services on the Project known as:

Permitting, Bidding Phase, and Construction Phase Additional Services**Client Authorized****Representative:**Paul Matthews**Address:**1720 LA Highway 44, Reserve, LA 70084**Telephone No.:**(985) 652-9278**AECOM Authorized****Representative:**Michael Patorno**Address:**1555 Poydras St., Suite 1200New Orleans, LA 70112**Telephone No:**(504) 586-8111

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

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

PAYMENT AECOM charges shall be on a "Lump Sum" basis with a fee of \$71,038.06 in accordance with the scope of work and Attachment **A** to this Task Order.

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

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

Port of South Louisiana

AECOM Technical Services, Inc.

Signature

Paul Matthews, Executive Director

Typed Name / Title

Signature

Michael Patorno, Vice President, Water Business Line

Typed Name / Title

7/30/2024

Date of Signature

Date of Signature

ATTACHMENT "A"
Task Order No. 100A

Port of South Louisiana

Permitting, Bidding Phase, and Construction Phase Additional Services

Scope of Services

Background

AECOM completed the plans and specifications for the Second Access Bridge in 2021. WSP reviewed the plans and specifications and then AECOM addressed their comments in the following submittal, a second review after design completion not a part of TO100's original scope. While this work was being performed the Port was diligently working with the legislature to provide the matching funds and additional funds for construction. In addition, due to no fault of the Port significant time was elapsed between the end of design and the current bidding process due to the lack of available funds initially from the legislature for match dollars and additional funds to address the fact that inflation had significantly increased material and labor cost, escalating the cost of the project by roughly 100 percent from approximately \$7.96 M to \$15.95M.

Since its execution in 2019, AECOM has had to conduct two extra rounds of detail cost estimation and quantity checks with market research on current construction labor and material rates and adjusting for inflation, which were not initially anticipated in the original task order, due to the significant inflationary pressures. There have also been unforeseen meetings and coordination efforts occurring between 2021 and 2024, which were not originally accounted for in the project timeline due to these delays and inflation factors requiring the Port to continue to pursue additional funding. Furthermore, over this extended period, employee salaries have risen due to inflation. Despite this, the lump sum allocation from the Port's 2019 task order has remained unchanged, resulting in a higher expenditure rate over the years. To address this, we will be providing an escalation of the rates from the completion of design in 2021 to 2025 when construction is anticipated to be completed; this rate escalation will not be applied to work already completed, only additional tasks and to be completed construction admin and engineering during construction services.

The original Task Order (TO) has also encountered additional permitting requirements that AECOM needed to manage due to changes in policy and key agency personnel over the 4-year period since design has been completed. These new permits necessitated further design modifications, increased coordination efforts between the Port and government agencies, additional cost estimations, specification adjustments, and more. These additional permitting activities occurred during the project's bidding phase, significantly complicating the bidding process. To address this AECOM is providing the hours expended for these efforts, including tasks above, due to the delays and the need to seek additional funds for match monies and to address the inflationary pressures and humbling requesting an increase.

Looking ahead to the construction phase, it will be necessary to adjust for 2024 raw rates forward. Task Order 100 originally established an engineering and design fee based on the ASCE Curve, which typically amounts to 6% of the construction cost. AECOM is only requesting rate increases due to inflation for the effort moving forward and the additional cost due to unforeseen permit updates, additional reviews, coordination meetings, project reactivation, plan and specification revisions, and cost estimate updates required during grant applications and the bidding process, not going back and requesting increases on the design effort.

Scope of Work

The Scope of Work (SOW) includes the original services negotiated and contracted in the original SOW in TO100 including the additional work mentioned in the background. The Port has decided to contract separately for construction inspection instead of that work being performed under TO100, thus the hours and cost for construction inspection has been removed.

The remaining work consists of Engineering During Construction and Construction Administration.

Schedule

For the purpose of this task order, it is estimated that the construction of the Second Access Bridge will be 14 months, with construction starting in August 2024.

Fee

Total costs for AECOM shall be on a "Lump Sum" basis with an additional fee of \$71,038.06 to cover Engineering During Construction and Construction Administration. The fee breakdown is included in Attachment B. We hope the Port finds this proposed increase due to the inflationary problems acceptable.

Attachment C

Man Hour Estimates

	Task Description	Discipline Leader/Capt. Head	Sr. Project Manager	Engineer IX	Engineer VIII	Engineer V	Engineer IV	Design / Tech Supervisor	Design / N°	Clock*	TOTALS
Project reactivation	Engineer of Record (EOR) review. New EOR, as of 2024, had to review all plans, calculations, and specifications to seal the IFC package.			60							60
	Review and investigation of front and documents due to elapsed time and forms being changed at LADOTD		4		8		16				28
	Meetings with the Port to inform new AECOM and Port staff on status of project and outstanding items due to time elapsed from design completion.		12	4			12				28
	General review of project for new AECOM staff other than EOR due to time elapsed from design completion.				8		8				16
LADOTD Project Permit (Additional Permit)	Coordination and meetings with LADOTD regarding the new required project permit.	4	3	4	6		3				20
	Specification revisions based off LADOTD comments to acquire project permit.		3	16	16		6				41
	Drawing revisions based off LADOTD comments to acquire project permit.		12	24	32	20	32	8	40		168
	Discussion revisions based off LADOTD comments to acquire project permit.				8		20				28
WSP Review (Additional Review)	Traffic Control sheets, newly required by LADOTD to acquire the project permit.			10	10	8			40		68
	Contract responding and investigations based off WSP comments.		4		8		8				20
	Drawing revisions based off WSP comments.		6		16		16	8	16		64
	Specification revisions based off WSP comments.		8		16	10	10				54
Cost Estimate 2020 (Requested by the Port)	Quantities revision		8	8	16		16				48
	Cost estimating		8		16						24
	Market research for updated material cost, updated supply chain availability, etc		4		8	8	8				28
Cost Estimate 2024 (Required by L.A Public Bid Law)	Quantities revision	2	8	8	16		16				50
	Cost estimating		8		16		16				40
	Market research for updated material cost, updated supply chain availability, etc		8		8		8				24
Invoices			24							24	48
MANHOUR RATES		\$220	\$219	\$210	\$190	\$146	\$130	\$165	\$115	\$80	\$98
SUBTOTAL		\$1,326.00	\$27,305.00	\$34,440.00	\$39,620.00	\$7,540.00	\$26,390.00	\$2,640.00	\$11,040.00	\$1,920.00	\$152,116.00

Attachment B

Task Order 100A

Description	Quantity	Unit	Dollar/Unit	Cost
Engineering cost escalation due to inflation*	\$ 190,977.60	LS	31%**	\$ 58,203.06
Additional Services				
Project Reactivation and additional Engineering, permits, cost estimation, and misc. (refer to man hour estimate, Attachment C)	1	LS	\$ 152,115.00	\$ 152,115.00
Additional Construction Administration cost escalation due to Inflation	\$ 140,000.00	LS	31%**	\$ 43,400.00
Removal of construction inspection cost 13 months @ 40 hours per/week avg (does not include material testing company's cost which is separate contract with Port)	2240	hours	\$ (82.00)	\$ (183,680.00)
TOTAL ADDITIONAL COST				\$ 71,038.06

* 40% of Engineering Cost from TO100 (\$477,444.00). Percentage of Engineering During Advertisement, Engineering during Construction, and construction close out phase is 40% based on Louisiana Capital Improvement Projects Procedure Manual for Design and Construction.

** 31% engineering cost escalation based on compounded inflation data from U.S. Bureau of Labor Statistics and the Federal Reserve Bank of St. Louis from 2019-2025.