

**RESOLUTIONS & BACKUP INFORMATION
FOR PUBLIC MEETING OF
FEBRUARY 25, 2016**

ITEM A

Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Purchase LED Roadway Lighting Fixtures and Brackets from W.W. Grainger, Inc., under State of Louisiana Contract No. 408832 for Use by the Facility Services Departments (Ms. Dunn). This contract in the amount of \$35,044.61 to W.W. Grainger, Inc., of Lincolnshire, IL, the lowest of three competitive prices, under an existing State of Louisiana contract, is for the purchase of LED roadway lighting fixtures and brackets for use on Port of New Orleans Place. Funding is provided in the Board's FY 2016 capital improvement budget.

BACKGROUND INFORMATION

Because of the success of the LED Roadway Lighting Project on the Clarence Henry Truckway in providing improved lighting at reduced electrical and maintenance costs, an upgrade to the roadway lights on Port of New Orleans Place was approved in the Board's FY2016 capital improvement plan. The installation of the lights will be via in-house electricians. The total cost of the materials purchased will be \$35,044.61.

The purchase of these materials is made under State of Louisiana Contract 408832.

FUNDING SOURCE: FY 2016 Capital Improvement Budget

PRICE VALUE: \$35,044.61

DESCRIPTION	PRICE
Coped Mount Arm Assembly-White (Qty. 31)	\$ 1,530.08
Coped Mount Arm Assembly-Bronze (Qty. 16)	\$ 2,964.53
LED Roadway Light-White (Qty. 31)	\$10,400.00
LED Roadway Light-Bronze (Qty. 16)	<u>\$20,150.00</u>
	\$35,044.61

<u>SUMMARY OF COMPETITIVE PRICES</u>	<u>TOTAL BID</u>
W.W. Grainger, Inc. Lincolnshire, IL	\$35,044.61
Fastenal Company New Orleans, LA	\$43,640.44

Nu-Lite Electrical Wholesalers
New Orleans, LA

\$53,085.89

RECOMMENDED ACTION: Award the contract in the amount of \$35,044.61 to W.W. Grainger, Inc.

PROJECT MANAGER: Ryan Bylsma

RESOLUTION

IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS that its President and Chief Executive Officer Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to purchase LED roadway lighting fixtures and brackets for \$35,044.61 from W.W. Grainger, Inc., under State of Louisiana Contract 408832; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized to execute all documents and to take all further action as he in his discretion may deem necessary or required in the best interest of this Board to give full force and effect to the intentions expressed in this resolution.

ITEM B

Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into an Amendment to the Professional Services Contract with Schlafly Engineering, LLC, for the Napoleon Avenue Container Terminal Refrigerated Container Expansion Project (Ms. Dunn). This resolution will authorize the President and Chief Executive Officer to enter into a contract amendment with Schlafly Engineering, LLC, for an amount not to exceed \$40,000 for the Napoleon Avenue Container Terminal Refrigerated Container Expansion Project. Funds are budgeted in the Board's FY 2016 capital improvement program budget.

RESOLUTION

IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS that its President and Chief Executive Officer Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to enter into an amendment for an amount not to exceed \$40,000 to the contract with Schlafly Engineering, LLC, for the Napoleon Avenue Container Terminal Refrigerated Container Expansion Project; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized on behalf of this Board to execute all documents and to take all further action as he in his discretion may deem necessary or required in the best interest of this Board to give full force and effect to the intentions expressed in this resolution.

ITEM C

Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into a Servitude Agreement with the Orleans Levee District for the Citrus Back Levee Along the Gulf Intracoastal Waterway and a Portion of the Inner Harbor Navigation Canal from Elaine Street Wharf to the Almonaster Avenue Bridge (Mr. Bonura)

BACKGROUND INFORMATION

DOCUMENT: Servitude Agreement

PARTIES: Orleans Levee District (OLD)

LOCATION: Citrus Back Levee

PREMISES: Citrus back Levee servitude formalized at 34.887 acres.

OPERATION: The exact dimensions of the Citrus Back Levee servitude with the Orleans Levee District are not presently known, were not formalized in writing and comprised a larger footprint than this new servitude agreement. This new servitude gives the Board more land to lease to prospective tenants than the prior assumed servitude.

TERM: Perpetuity

RESOLUTION

IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS that its President and Chief Executive Officer Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to enter into a servitude agreement in perpetuity with the Orleans Levee District for the Citrus Back Levee to provide flood protection to Board property along the Gulf Intracoastal Waterway and a portion of the Inner Harbor Navigation Canal from Elaine Street Wharf to the Almonaster Avenue Bridge on such terms and conditions as the said Gary P. LaGrange may in his discretion determine to be in the best interests of this Board and not inconsistent with the foregoing; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized to take such actions, enter into such agreements and execute such documents as are deemed necessary in his discretion to give full force and effect to the intentions expressed in this resolution.

ITEM D

Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Renew the Board's Primary and Excess Property Insurance, Boiler and Machinery/Equipment Breakdown Insurance, NFIP Property Insurance, Primary and Excess General Liability Insurance, Hull and Machinery and P&I Insurance, Vessel Pollution Liability Insurance, Public Official's Liability Insurance, Law Enforcement Liability Insurance, Government Crime Insurance and Business Automobile Liability Insurance all through the Broker Marsh, Inc. (Mr. Gussoni)

RESOLUTION & BACKGROUND INFORMATION

IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS that its President and Chief Executive Officer Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a renewal proposal for one year effective April 1, 2016, for the Board's property insurance at a premium not to exceed \$3,387,450 to be underwritten by Lloyds of London (A), Berkshire (A++, XV), Aspen (A, XV), Ironshore (A,VIV), Swiss Re (A+XV), and Lexington (A, XV), arranged through Marsh, Inc. The property insurance shall include a loss limit of \$60 million per occurrence with a deductible of \$150,000 per loss for all perils. Named windstorm will have a minimum deductible of \$150,000 or 5% of the value of the damaged property, whichever is greater, and a cap not to exceed \$5,000,000 for any one occurrence. Flood shall have a sub-limit of \$15 million in Flood Zones A and V and a minimum deductible of \$1,000,000 or 5% of the damaged property; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept annual renewal proposals, arranged through Marsh, Inc., for certain National Flood Insurance Program (NFIP) policies on ten properties located on the Inner Harbor Navigation Canal with a combined NFIP premium not to exceed \$50,000, the policies to renew in July, 2016; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a proposal, arranged through Marsh, Inc., for one year effective April 1, 2016, for the Board's equipment breakdown (formerly known as boiler and machinery) insurance at a premium not to exceed \$115,290 to be underwritten by Travelers Insurance (A+, XV) with a \$100,000,000 policy limit and a deductible of \$150,000 per occurrence; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a renewal proposal for one year effective April 1, 2016, for the Board's primary liability insurance at a premium not to exceed \$154,700 to be underwritten by Lloyd's of London (A), arranged through Marsh, Inc. The primary liability insurance shall include a loss limit per occurrence of \$1 million with a deductible of \$20,000 per loss and a \$3,000,000 aggregate; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange

be, and he is, hereby authorized and empowered on behalf of this Board to accept a renewal proposal, arranged through Marsh, Inc., for one year effective April 1, 2016, for the Board's excess liability insurance at a combined premium not to exceed \$243,550 to be underwritten by Lloyd's of London (A) in the total amount of \$50 million excess of underlying coverages; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a renewal proposal, arranged through Marsh, Inc., for one year effective April 1, 2016, for the Board's commercial automobile liability insurance at a premium not to exceed \$178,800 to be underwritten by AIG (A, XV) with a \$2 million loss limit per occurrence and no deductible; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a renewal proposal, arranged through Marsh, Inc., for one year effective April 1, 2016, for the Board's hull and machinery and protection and indemnity insurance at a premium not to exceed \$130,960 to be underwritten by Liberty Mutual Insurance Company (A, XV), Allianz (A+, XV), and U.S. Fire Ins. Co. (A, XII) to the agreed values of the vessels including terrorism coverage with a hull deductible of \$20,000 on the *M/V General Kelly*, \$100,000 on the *Dredge Edward S. "Ned" Reed*, \$20,000 on the *Dauntless* patrol boat, \$5,000 on the landing barge and a protection and indemnity deductible of \$5,000 for injury, illness, and loss of life; and a deductible of \$7,500 for property damage; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a renewal proposal, arranged through Marsh, Inc., for one year effective April 1, 2016, for the Board's public officials liability insurance and employment practices insurance at a premium not to exceed \$85,610 to be underwritten by AIG (A, XV) in the amount of \$7 million per occurrence and in the aggregate with a \$100,000 deductible; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a renewal proposal, arranged through Marsh, Inc., for one year effective April 1, 2016, for the Board's vessel pollution liability including terrorism coverage at a premium not to exceed \$7,956 to be underwritten by WQIS(A), a syndicate of London underwriters in the amount of \$5,000,000; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a proposal, arranged through Marsh, Inc., for one year effective April 1, 2016, for the law enforcement liability insurance at a premium not to exceed \$72,198 to be underwritten by Darwin Select Insurance Company Inc. (A, XV), with a policy limit of \$5,000,000 per claim and in the aggregate; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to accept a renewal proposal, arranged through Marsh, Inc., for one year effective April 1, 2016, for the Board's crime insurance at a premium not to exceed \$4,864 to be underwritten by Federal & Deposit

Insurance Company (A+, XV) in the amount of \$2 million per occurrence and in the aggregate with a \$10,000 deductible; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby further authorized, in regard to all the insurance policies listed above, to execute the appropriate documents for their renewal, pay invoices for premiums, file proofs of loss, sign settlement and release documents after claims have been adjudicated or compromised, sign payment authorizations for underwriters to act as agents when required, pay the deductible amounts when called on to do so by underwriters or their counsel, compromise and settle claims under the deductibles in his discretion, pay any additional premiums as may be required by the addition of new property and normal experience modification factors, and sign any and all other documents required by the terms of the policies, the brokers, or the underwriters: and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby further authorized and empowered on behalf of this Board to take all such actions as necessary in his discretion to give full force and effect to the provisions of and intentions expressed in this resolution.

These renewals will result in an overall reduction in total premium from last year's renewals of approximately \$120,000. Since the policy renewal date is April 1st, Marsh will continue to negotiate with underwriters for possible additional reductions, and you will be notified if Marsh is successful in obtaining any additional savings.

ITEM E

Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into a Contract with Weeks Marine, Inc., for Dredging Services at the Napoleon/Nashville Avenue Terminals (Mr. Zimmermann) – This resolution authorizes the President and Chief Executive Officer to enter into a contract with Weeks Marine, Inc., in the not-to-exceed amount of \$260,000 for dredging services at the Napoleon/Nashville Avenue Container Terminals.

BACKGROUND INFORMATION

FACT SHEET

Dredging at Napoleon/Nashville Avenue Container Terminals including approaches from the Mississippi River Channel. Dredging includes deepening approaches to elevation – 40.0 feet.

One letter bid estimate received.

Only bidder: Weeks Marine, Inc., 304 Gaille Drive, Covington, LA 70433

RESOLUTION

IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS that its President and Chief Executive Officer Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to enter into a contract with Weeks Marine, Inc., in the not-to-exceed amount of \$260,500 for dredging services at the Napoleon/Nashville Avenue Container Terminals; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized to take such actions, enter into such agreements and execute such documents as are deemed necessary in his discretion to give full effect to the intentions expressed in this Resolution.

**A MOTION WAS MADE AND SECONDED TO ADD THE FOLLOWING
ITEM TO THE AGENDA**

Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into an Amendment to the Board's Lease with Dixie Marine, Inc. and Dixie Machine Welding and Metal Works, Inc. – This resolution will allow Dixie additional time to pursue responsible parties for damage to the Andry Street Wharf, which it leases from the Board, and the 30-day period within which Dixie must give notice under the lease if it wants to terminate the lease that expires today.

RESOLUTION

IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS that its President and Chief Executive Officer Gary P. LaGrange be, and he is, hereby authorized and empowered on behalf of this Board to enter into an amendment to the Board's lease with Dixie Marine, Inc., and Dixie Machine Welding and Metal Works, Inc. (collectively "Dixie"), to allow Dixie additional time in the amount of 180 days or, after that, such additional time as necessary in his discretion to exercise Dixie's right to terminate the lease as a result of the allision of a ship with the Andry Street Wharf so that Dixie may use the additional time to recover damages from responsible parties; and

IT IS HEREBY FURTHER RESOLVED BY THIS BOARD that the said Gary P. LaGrange be, and he is, hereby authorized to take such actions, enter into such agreements and execute such documents as are deemed necessary in his discretion to give full effect to the intentions expressed in this resolution.