

PORT OF SOUTH LOUISIANA
REGULAR COMMISSION MEETING
WEDNESDAY, JUNE 10, 2020
VIA VIDEO/TELECONFERENCE
5:00 PM

AGENDA & NOTICE OF MEETING

CERTIFICATE

The Port of South Louisiana Board of Commissioners (the "Commission"), through its Chairman, D. Paul Robichaux, hereby certifies as follows:

In accordance with Executive Proclamations JBE2020-30 and 2020-33, issued by Governor John Bel Edwards on March 16, 2020 and March 22, 2020, respectively, this Notice shall serve as certification by the Port of South Louisiana's Board of Commissioners of its inability to operate in accordance with the Louisiana Open Meetings Law LARS 42:19 as a result of the COVID-19 Public Health Emergency and of its inability to achieve a quorum if its members via in-person attendance by adhering to said Proclamations.

The Port of South Louisiana Commission will meet via Zoom vide/teleconference at the posted date and time:

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

Webinar ID: 844 6528 5535; Password: 352580

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

<https://us02web.zoom.us/j/84465285535?pwd=YlNjY0FtN1hEamdEajlHV0NXRktJdz09>

Password: 352580

If a member of the public would like to issue a public comment on any agenda item, please do one of the following: (1) Send an e-mail prior to the meeting to the Port Manager or Executive Assistant (vlclark@portsl.com or pcrockett@portsl.com) stating the agenda item you want to submit a comment, along with your full name, address, and your written comments, which will be read into the record of the meeting; or (2) Join the Zoom video/teleconference (detailed instructions on how to use Zoom following the agenda). You will be allowed to comment during the Public comment item of the agenda on any matter requiring a vote of the Commission.

America's Largest Tonnage Port



P.O. Box 909 LaPlace, Louisiana 70069-0909 855.SLA.PORT 985.652.9278 www.portsl.com

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

CONSIDER APPROVING THE CERTIFICATION BY THE PORT OF SOUTH LOUISIANA'S BOARD OF COMMISSIONERS OF ITS INABILITY TO OPERATE IN ACCORDANCE WITH THE LOUISIANA OPEN MEETINGS LAW LARS 42:19 AS A RESULT OF THE COVID-19 PUBLIC HEALTH EMERGENCY

4. APPROVAL OF MINUTES.....CHAIRMAN ROBICHAUX
May 20, 2020
5. FINANCIAL REPORTTREASURER MURRAY
April 30, 2020
6. DIRECTOR'S REPORT..... EXECUTIVE DIRECTOR AUCOIN
7. NEW BUSINESS AND PUBLIC COMMENTS..... CHAIRMAN ROBICHAUX
 - A. Consider agreement for airport access between the Port of South Louisiana and Airtech, Inc.
 - B. Consider AECOM Task Order N°. 110A - grant (MARAD) funded improvements, 2020 – environmental assessment
 - C. Consider AECOM Task Order N°. 110B - grant (MARAD) funded improvements, 2020 – engineering support for environmental assessment
8. COMMISSIONERS COMMENTS
9. ADJOURNMENT

CALLED PURSUANT TO ARTICLE II OF THE PSL BYLAWS

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Password: 352580

If Accessing via Web:

1. After selecting the link, if you do not already have Zoom on your computer, an automatic download of the Zoom software will begin
2. After the download is complete, you will be prompted to enter your name (this is the name that will present to the other members of the meeting)
3. You will be prompted to choose to join with video or without video. *NOTE:* If you chose to join with video, your computer camera will be activated and all members accessing the video via web will be able to see your image
4. You will be prompted to choose to use computer audio or phone call-in audio
5. Once the meeting begins, all non-board members will be muted by the host. However, it is encouraged to mute your microphone upon entry into the meeting
6. To leave the meeting, click *Leave Meeting* at the bottom-right corner of your screen

Public Comment: There are three options to provide public comment for the Port of South Louisiana meetings

1. Send an e-mail prior to the meeting to the Port Manager or Executive Assistant (vlclark@portsl.com or pcrockett@portsl.com) stating the agenda item you want to submit a comment, along with your full name, address, and your written comments, which will be read into the record of the meeting
2. If Accessing Via Telephone – Upon request from the Chairperson for public comment during the meeting, if you would like to provide comment, press *9 on your phone keypad. This will notify the meeting moderator to unmute you and allow for your comment.
3. If Accessing Via Zoom Software – Upon request from the Chairperson for public comment during the meeting, if you would like to provide comment, select the *Chat* icon at the bottom of the screen, type “request comment,” and hit enter. This will notify the meeting moderator to unmute you and allow for your comment.

It is encouraged that you test your device prior to the meeting to ensure connectivity.

A

AGREEMENT FOR AIRPORT ACCESS
between
THE PORT OF SOUTH LOUISIANA (EXECUTIVE REGIONAL AIRPORT)
and
AIR TECH, INC.

This Agreement is made and entered into on this _____ day of _____, 2020, by and between (a) the Port of South Louisiana, a political subdivision of the State of Louisiana, created and existing under the Louisiana Constitution and provisions of Chapter 30, Title 34 of the State of Louisiana Revised Statutes of 1950, whose registered office is 171 Belle Terre Boulevard, LaPlace, Louisiana 70069, represented by Paul G. Aucoin, its Executive Director (the "Port"); and (b) Air Tech, Inc., a Louisiana business corporation, whose principal place of business is located at 268 Airport Road, Reserve, Louisiana 70068, represented by Eugene P. Borne, II, its President ("Air Tech"):

WHEREAS, the Port is the owner, operator and FAA sponsor of the Port of South Louisiana Executive Regional Airport - KAPS ("Airport"), located at 355 Airport Road, Reserve, Louisiana 70084, and holds within its power as sponsor of the Airport the authority to grant rights and privileges with respect to the Airport in accordance with applicable state and federal aviation-related rules and regulations;

WHEREAS, owners of property adjacent to the Airport have been permitted to access "through-the-fence" the Airport's taxiway and runway system;

WHEREAS, the Port wants to cease future "through-the-fence" access to the Airport's taxiway and runway system but does not want to harm those businesses that currently have that access and are relying upon it;

WHEREAS, Air Tech owns property immediately adjacent to the Airport upon which it operates an Ultralight Aircraft Sales and Service Company for which it seeks to formalize its continued access "through-the-fence" the Airport's taxiway and runway system; and

WHEREAS, the Airport and Air Tech desire to enter into this Agreement to comply with applicable FAA regulations including but not limited to FAA Advisory Circular No. 150/5190-7.

NOW, THEREFORE and in consideration of the mutual terms and conditions hereinafter set forth, the Airport and Air Tech hereby agree to the following:

SECTION 1 – THE PROPERTY WITH RIGHT OF ACCESS

The description of the property owned by Air Tech to which the right of access is being granted is the Air Tech facility located at 268 Airport Road, Reserve, Louisiana 70084 (the "Air Tech Property"); all as more fully set forth and described on the survey attached as Exhibit "1".

SECTION 2 – THE AIRPORT ACCESS

The entrance and exit access to the Airport being provided to Air Tech by this Agreement is limited solely to the current chain link fence gate on the west side of the Air Tech Property; all as more fully set forth and described on the photograph/drawing attached as Exhibit "2".

SECTION 3 – TERM OF AGREEMENT

The Term of this Agreement shall commence on _____ and shall continue for a ten (10) year period through and including _____. Upon consent of the Port and subject to any amendments by the Port in its sole discretion that the Port deems necessary, this Agreement may be renewed by Air Tech in writing prior to the completion of a ten (10) year term for an additional ten (10) year term, for two (2) additional ten (10) year terms (*i.e.*, for a total of forty (40) years).

SECTION 4 – PROHIBITIONS

A. Air Tech shall not permit any person or entity, including but not limited to any of its customers, to engage in any activity on the Air Tech Property other than for the sale, manufacture, maintenance, servicing, and storage of drones, light sports aircraft, sports aircraft, and ultralight aircraft off site of the Airport. Air Tech shall not permit any other aviation services on the Air Tech Property, including but not limited to the storage and servicing of any other aircraft type, including any aircraft registered and recognized by the FAA as "Experimental" other than within the ultralight classification, single or multi engine piston, turbine, or jet aircraft.

B. Air Tech shall not permit any person or entity, including but not limited to any of its customers, to engage in any temporary or permanent commercial aeronautical activity on the Air Tech Property, except as permitted by Section 4.A. of this Agreement. This prohibition includes but is not limited to any activity or service for compensation,

exchange, trading, buying, selling, or hire or any other revenue producing activity, whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.

C. Air Tech shall not permit any person or entity, including but not limited to any of its customers, to sell aviation fuels on the Air Tech Property.

D. Air Tech is specifically prohibited from granting or selling any access/egress to the Airport through the Air Tech Property to any parties other than its customers for whom it provides services relating to the sale, maintenance or servicing, and storage of Ultralight aircraft on the Air Tech Property. This restriction also includes Air Tech taking reasonable precautions and making the security arrangements acceptable to the Airport to prevent the accidental access to the Airport by vehicles, pedestrians, etc.

E. Air Tech is expressly prohibited from assigning its interest in or selling this Agreement.

SECTION 5 – ACCESS FEE

A. Air Tech shall submit an annual fee (the "Access Fee") to the Port in the amount of \$_____ for each year of the term of this Agreement; this access fee is based on \$_____ per square foot of Air Tech's hangar space.

B. The annual fee shall be paid on or before the 1st day of January each year. All payments shall be made payable to _____ and shall be delivered to _____. The initial annual fee shall be prorated to the end of the first year of the term of this Agreement.

C. A late penalty of _____ will automatically be assessed for every day that Air Tech fails to remit payment after the due date.

D. In the event any option period authorized by Section 3 of this Agreement is exercised by Air Tech and consented to by the Port, the Access Fee shall be adjusted for the option period to be an amount determined by the following formula: Access Fee = $[(A/B) \times \text{current Access Fee}]$. In applying the formula, A shall be the monthly Consumer Price Index, U. S. City Average and Selected Areas, All Urban Consumers, published monthly by the Bureau of Labor Statistics of the U. S. Department of Labor ("Index") for the last month for which published data is available in the current year

and B shall be the level of the Index for the same month five years immediately preceding the year in which the rental adjustment begins. Notwithstanding the foregoing, in no case shall the Access Fee be less than the Access Fee payable for the immediately preceding year. If the Department of Labor discontinues publication of the Index or modifies it by removing or adding a substantial component, then the Index published by the United States government or any agency thereof that most nearly reflects average consumer prices for the components used in the Index as it presently exists during the indicated periods shall be employed. If the Index is no longer published or is so modified as to remove or add a significant component and no reasonable comparable Index is published by the United States government or any agency thereof, then for purposes of applying the formula the average consumer prices in the United States for the required periods based on the components in the Index, as it presently exists shall be used.

SECTION 6 – ADDITIONAL OBLIGATIONS

A. On or before the 1st of each month, Air Tech shall submit a monthly report of all aircraft registration numbers belonging to individuals and companies that it reasonably expects will be accessing the Airport through or in any way associated with the access provided to Air Tech by this Agreement in the following month.

B. Air Tech shall have the sole responsibility for assuring that the access gate described in Section 2 of this Agreement is locked and secured at all times (that is, 24 hours per day, every day) except when in active use, and that Air Tech shall be responsible for payment of any fines or penalties imposed by any agency of the State of Louisiana or the United States for failing to secure this Airport access gate.

SECTION 7 – CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

A. Except for the currently planned upgrade to the Airport fencing/security which includes the current chain link fence gate between the Airport and the Air Tech Property, for purposes of the access provided to Air Tech by this Agreement, Air Tech agrees that it shall construct all necessary private-use infrastructure required by the Port, with the understanding of the types of operations that shall be utilizing the Air Tech Property and that any required improvements shall be reasonable for said types of operations. These improvements shall be on terms and conditions acceptable to the Port, at Air Tech's sole cost and expense, including but not limited to fencing, signage, lights, gates security controls. All construction must be approved by the Port at least 30 days prior to the commencement of construction.

B. Air Tech shall be solely responsible for all maintenance of the private-use infrastructure and shall maintain it in good repair at all times.

C. All costs and expenses by Air Tech in connection with construction and/or maintenance of private-use infrastructure shall be in addition to the access fee provided for by this Agreement.

SECTION 8 – AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH THE UNITED STATES, AND FEDERAL OBLIGATIONS

A. This Agreement shall be non-exclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Port/Airport and the United States (including any of its departments/agencies), to any order issued by the United States (including any of its departments/agencies), to any grant assurances of the Port/Airport, or to any of the Port/Airport's federal obligations. The Port has the express right to amend or terminate the access provided by and/or this Agreement if necessary to ensure continued compliance with any grant assurances or federal regulations.

B. Air Tech agrees to abide by all Airport Rules and Regulations, including but not limited to Minimum Standards, and will assure that owners of Ultralight aircraft stored or serviced by Air Tech will do the same.

SECTION 9 – DEFAULT/TERMINATION

A. The Port may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights related to the termination of this Agreement:

- a. If Air Tech fails to remit (i) the access fee provided by Section 5 of this Agreement or (ii) any other amounts due from Air Tech to the Airport resulting from this Agreement, within (30) days from the date that amount becomes due;
- b. If Air Tech or any of its guarantor(s) as identified herein files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt, or otherwise assigns or attempts to assign its interest in this Agreement without

the prior written consent of the Airport, which may be withheld in the Airport's absolute and sole discretion for any reason;

- c. If Air Tech uses or permits the use of the Air Tech Property at any time for any purpose which is not authorized by this Agreement, or if Air Tech uses or permits the use of the Air Tech Property in violation of any law, rule, or regulation (including Airport rules and regulations), to which Air Tech has agreed to or is obligated to comply as a matter of law; or
- d. If Air Tech fails to meet any term or condition of this Agreement.

B. Should Air Tech default in the performance of any term of this Agreement, the Port shall send to Air Tech by any reasonable means a written notice of default, specifying the nature of the default, and Air Tech shall, within thirty (30) days of notice, cure and remedy the default. Failure of Air Tech to immediately cure or remedy such default shall result in termination of this Agreement.

SECTION 10 –INDEMNIFICATION AND INSURANCE

A. Air Tech agrees to fully indemnify and hold harmless the Port (including the Airport) from, against, and in connection with any or all claims for damages for injuries, including death to persons, and any and all claims or demands for damages to property, including injuries and damages, and including all court costs and attorney's fees arising from or out of any activities hereunder this Agreement.

B. During the term of the Agreement, Air Tech shall maintain insurance at its expense, and have its insurance carrier submit to the Port completed certificates of insurance including/identifying the Port/Airport as additional insureds and loss payees, evidencing coverage(s) sufficient to meet Air Tech's obligations, including but not limited to its indemnification obligations, provided for by this Agreement.

SECTION 11 – NOTICES

All notices, requests, or other communications required by this Agreement shall be in writing and delivered via (a) certified and (b) electronic mail addressed to the appropriate party at its address as follows:

If to Port/Airport:

Port of South Louisiana
(Executive Regional Airport)
171 Belle Terre Boulevard
LaPlace, Louisiana 70069
Attn: Executive Director

If to Air Tech:

Air Tech, Inc.
268 Airport Road
Reserve, Louisiana 70068
Attn: President

SECTION 12 – PERSONAL GUARANTY

This Agreement shall be subject to a personal performance guaranty for all of the obligations set forth in this Agreement which are imposed upon Air Tech. If the ownership of Air Tech changes such that Eugene P. Borne, II is no longer its majority owner, with the Port's written consent which will not be unreasonably withheld, an agreed upon substitute personal guarantor can replace his personal guaranty.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date first above written and effective as herein above provided.

WITNESSES:

PORT OF SOUTH LOUISIANA

Printed Name: _____

By: _____
Paul G. Aucoin, Executive Director

Printed Name: _____

NOTARY PUBLIC

Print Name: _____
Bar Roll/Notary No.: _____
My Commission is for life.

WITNESSES:

AIR TECH, INC.

Printed Name: _____

By: _____
Eugene P. Borne, II, President

Printed Name: _____

NOTARY PUBLIC

Print Name: _____

Bar Roll/Notary No.: _____

My Commission is for life.

PERSONAL GUARANTY

I hereby individually and personally guaranty performance of any and all obligations set forth in the above Agreement for Airport Access which are imposed upon Air Tech, Inc.

Guarantor: Eugene P. Borne, II

B

TASK ORDER No. 110A

In accordance with the Agreement for Professional Services between Port of South Louisiana, 171 Belle Terre Boulevard, Laplace, LA 70169-0909 ("Client") and AECOM Technical Services, Inc. (AECOM), 1515 Poydras St., Suite 2700, New Orleans, LA 70112, this Task Order describes the Services, Schedule, and Payment Conditions for AECOM Services on the Project known as:

Grant-Funded Improvements, 2020 – Environmental Assessment

Client Authorized

Representative: Paul Aucoin
Address: 171 Belle Terre Boulevard, Laplace, LA 70068
Telephone No.: (985) 652-9278

AECOM Authorized

Representative: Michael Patorno
Address: 1515 Poydras St., Suite 2700
New Orleans, LA 70112
(504) 586-8111

Telephone No:

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 total fee of \$139,627.00 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

Signature

Paul Aucoin, Executive Director

Michael Patorno, Vice President, Water Business
Line

Typed Name / Title

Typed Name / Title

Date of Signature

Date of Signature

ATTACHMENT "A"
Task Order No. 110A

Port of South Louisiana

Grant-Funded Improvements, 2020 – Environmental Assessment

SCOPE OF SERVICES

Background

As part of the US Maritime Administration (MARAD) Grant recently awarded to the Port of South Louisiana (Port), an Environmental Assessment (EA) is required in order for the Port to proceed with final engineering and construction of the project elements.

The Environmental Assessment will be completed for the Port of South Louisiana to proceed with final engineering and construction of six project elements, hereafter referred to as *the Project*. AECOM shall conduct the necessary data collection, technical analyses, and outreach in order to submit for approval a completed Environmental Assessment (EA) and Finding of No Significant Impact (FONSI). Work will be conducted in accordance with National Environmental Policy Act (NEPA) guidelines Federal Highway Administration (FHWA) Guidance, applicable laws, rules, guidance, and regulations, as amended. In order to complete the EA, AECOM will conduct limited investigations, as described below, for potential impacts related to such things as hazardous materials and cultural resources. AECOM will also conduct a limited alternatives analysis, as required.

Project Elements

1. Heavy load capacity floor within Building 71;
2. Conveyor improvements, connecting Building 71 and adjacent storage domes to the Globalplex bulk dock facility;
3. Access road rehabilitation, connecting Building 71 at both the North and South sides of the building;
4. West side roadway, providing direct access to the open storage laydown yard;
5. Rail spur connection, tracking close to Building 71 and the storage domes;
6. Dock access bridge and access road between the Globalplex's main facility north of LA 44 (River Road) and its dock along the Mississippi River.

a. Project Management

Project management responsibilities are taken very seriously to ensure compliance with all contract provisions and to emphasize ongoing communication to ensure that all participants in a project are aware of issues and activities. Project management subtasks include:

- Development and Management with a Project Execution Plan
- Cost Control and QA/QC Plan
- Project Kick-off Meeting
- Monthly Progress Meetings (Calls) with Project Team
- Monthly Progress Reports

Task a. Deliverables:

- A meeting record will be prepared for the kick-off meeting
- Up to fourteen (14) monthly progress reports and meetings (calls).

b. NEPA Process Initiation

Project Purpose and Need - A concise *purpose and need* for the proposed action shall be prepared. The final approved version will be incorporated into the Purpose and Need Section of the EA.

Solicitation of Views (SOV) - AECOM will conduct a *solicitation of views* (SOV). This task will include preparing a draft SOV letter for Port of South Louisiana (the Port) review; its content will include a project overview, purpose and need, known environmental study area conditions, and accompanying graphics.

AECOM will update a project mailing list that will include federal, state and local agencies in addition to key stakeholders and potentially the landowners near the study area. An initial, edible mailing list from the the PORT will be provided to AECOM electronically. Upon approval of the updated SOV mailing list, AECOM will distribute the approved SOV packet. AECOM shall also evaluate and summarize all responses to the SOV. Responses will be evaluated to identify significant and outstanding issues. These key issues will be addressed in the EA; coordination with the public and agencies will be summarized in the EA.

Data Collection and Review - AECOM will collect environmental and other data to allow for the development and evaluation of build alternatives. AECOM will conduct internet and literature searches, assemble available data, and will conduct a reasonableness review of the data prior to use. A field review will be conducted to verify existing conditions and to verify data collected.

AECOM will develop a geographical information system (GIS) for the documentation and cataloging of environmental and socioeconomic data. AECOM will acquire or develop metadata sets for each data set acquired and displayed per standards. Data for this effort will include but not be limited to:

- Census data;
- Available National Wetland Inventory data;
- Available digital soils unit data / locations of prime and unique soil units;
- 100-year floodplains;
- Locations of recorded known hazardous and recorded potentially hazardous sites;
- Sensitive resources and recorded T&E sites;
- Major topographic features.

AECOM will incorporate all preliminary data collected and develop the GIS database and mapping for the project. Major features and project constraints will be labeled to assist in interpreting the exhibits. Large-format, presentation exhibits will be prepared for review by the public, while line & grade exhibits (plan/profile sheets) will be provided by the Port's Engineer for the EA.

Task b. Deliverables:

- One draft and one final version of the project purpose and need.
- One draft and one final versions of the SOV packet. Draft and final versions of the SOV mailing list and SOV distribution.
- One draft and one final version of the SOV summary and key issues.
- Project mapping of conceptual build alternative layouts with existing conditions, environmental features and constraints.

c. Alternatives Refinement

Note – AECOM understands that some conceptual design development has been completed, and that there is no interest in relocating the roadway or bridge to another location. AECOM will provide a very streamlined, qualitative review of a few design options, not so much an alternatives analysis. AECOM will strive to structure the alternatives analysis to resolve legitimate questions which arise during conceptual design.

Reasonable alternatives considered for the proposed action shall be discussed in the environmental document. Only alternatives that meet the project's purpose and need are considered reasonable. If any alternative is dismissed at an early stage, the reason for the dismissal shall be discussed in the EA. The alternatives shall address the purpose and need of the project. Up to two (2) build alternatives will be evaluated in this task and within the EA. The no-build alternative will also be evaluated.

Establish Design Criteria - AECOM will work with the Port to identify appropriate design criteria for use on the project based on direction from the Port's Engineer. Design year and opening year will be defined. AECOM will be provided with roadway and bridge typical sections for the build alternatives, as well as line and grade files. Typical sections should be developed for use in Public meetings, in a graphical format that is easily understood by the general Public.

Refine Alternatives, as appropriate. - AECOM will review the horizontal and vertical layout of up to four (4) build alternatives that were developed by the Port. It is assumed that electronic files for the proposed geometry and existing and required right-of-way (Microstation or AutoCADD) will be provided to AECOM by the Port. Design refinements will be suggested related to impact avoidance and minimization.

High-Level Evaluation of Conceptual Alternatives - Following data collection, initial field reconnaissance, and a review of solicitation of views responses, AECOM will conduct a high-level preliminary screening of the proposed conceptual alternatives. Environmental inventory data collected will be used to determine the affected environment associated with the build alternatives. AECOM will provide notes for the Port's Engineer, likely including very minimal design modifications to avoid or minimize environmental impacts.

Task c. Deliverables:

- One Draft and one final versions of project design criteria
- High-Level Evaluation of Conceptual Alternatives

d. Traffic Operational Analyses

AECOM assumes that there is no traffic analysis to be completed, that no modeling work will be conducted, and that a qualitative section discussing traffic volumes and patterns will be provided as part of the EA.

Task d. Deliverables:

- none

e. Public Hearing

AECOM will conduct a Public Hearing that will be an open house format. The Public Hearing will be held after development of a draft EA, to give attendees an opportunity to provide input on the purpose and need for the project, to learn about the alternatives analysis process and to review and provide input regarding the conceptual build alternatives. *(note – we think a hearing at the end will be sufficient, but if a meeting with the public, in the beginning, would be preferred as well, we will add that to the scope).*

Update Project Mailing List - AECOM will update the SOV mailing list and supplement it with the names and addresses of local stakeholders, provided by PSOL. Efforts should be made to identify neighborhood associations, civic and business groups, church pastors, etc.

Prepare and Mail Hearing Notice - AECOM will prepare a draft Public Hearing notice. The text of the notice, including the project map, will be provided to the PORT for approval prior to issuing approval of the Public Hearing date. AECOM must have the notice approved from the PORT thirty days before the Public Hearing date. Upon PORT approval of the public Hearing notice, it will be distributed via US Mail. AECOM must have the notice approved from the PORT thirty days before the Public Hearing date. Upon approval of the Public Hearing notice, AECOM will distribute the Public Hearing notice.

Public Hearing Coordination - All arrangements for the Public Hearing, including venue location, date and time, will be made by AECOM, subject to the PORT's approval. Port will advertise the notice of the public Hearing, including placing the notice in the legal section of the local newspaper.

Other Community Outreach - AECOM will prepare a public service announcement (PSA) for the public Hearing, including a project description and venue location, date and time for the public Hearing.

Public Hearing Collateral Material - All arrangements for the Public Hearing including preparation of appropriate exhibits, preparation of the PowerPoint technical presentation, brochures and handouts will be made by AECOM, subject to the PORT's approval.

Conduct Public Hearing - AECOM will give the technical presentation as well as have knowledgeable staff present at the Public Hearing to address any questions that the public may have in regard to environmental, engineering and other project related issues.

Prepare and Distribute Public Hearing Transcript

A transcript/summary of the public Hearing will be prepared following the close of the comment period.

AECOM will record and prepare a verbatim transcript of the public Hearing. AECOM will prepare a summary of the Hearing including public involvement outreach tasks, collateral material and summary of comments. Ten (10) copies of the transcript, in addition to the print ready original and pdf will be supplied by AECOM.

Task e. Deliverables:

- PSA
- Draft and final versions of the public Hearing notice; including distribution
- Public Hearing collateral material
- Hearing coordination
- Prepare and distribute the public Hearing transcript

f. Environmental Assessment (EA)

Analysis of each alternative, including the no-build alternative will be made. Items to consider include, but not limited to, traffic patterns, permits, land use, community/social, economic, historic, cultural, recreational, archaeological, noise, air, wetland, floodplains, farmland, and endangered or threatened species and/or their habitat (see below). Potential mitigation measures designed to reduce or alleviate impacts will be discussed in the document. Any commitments required for project implementation will be described.

AECOM will complete various studies and evaluations to determine existing conditions and the effects of the proposed alternatives on the human environment. The detail of these evaluations will be consistent with the

anticipated magnitude and perceived and/or real substance of the effect. Resources and issues that will be evaluated are included in the list (below). Other subjects, such as cultural resources and hazardous materials, have their own scope language provided herein, as is required by federal and state requirements.

- Socioeconomics
- Land Use, Zoning and Local Plans
- Residential and Business Displacements
- Community Services and Facilities
- Traffic Operations and Safety
- Circulation and Access Impacts
- Circulation and Access Impacts During Construction
- Economic Effects
- Visual Impacts
- Environmental Justice
- Recreational Resources / Section 4(f) and 6(f) Resources
- Soils and Prime & Unique Farmland Soils
- Geology and Groundwater Quality
- Surface Water Quality
- Utilities – (Major utilities only) Terrestrial Resources, Fisheries and Wildlife
- Streams and Water bodies
- Threatened & Endangered Species and Protected Species
- Secondary and Cumulative Impacts

Cultural Resources / Archaeological / Historic Properties (Section 106) - AECOM will review previous cultural resource survey reports on file at the Division of Archaeology and Historic Preservation and coordinate with the Department as to the need for additional survey work before initiating a cultural resources survey.

After initial coordination with the Department and the State Historic Preservation Officer (SHPO), the determined Area of Potential Effects (APE), which is assumed to be the project footprint for archaeology and 150 feet from the project footprint for standing structures, will be surveyed to determine the presence of National Register of Historic Places (NRHP) eligible archaeological sites, both historic and prehistoric, as well as any historic standing structures (buildings, structures, objects or historic districts built 50 years or earlier). The survey will meet the current standards of the Louisiana Standard of Archaeology. All research and documentation necessary to comply with Section 106 of the National Historic Preservation Act of 1966, as amended and Section 4(f) Department of Transportation Act will be prepared by AECOM (i.e., Preliminary Case Reports, Documentation for a Determination of Effect).

AECOM will seek to provide a streamlined cultural resources investigation and suspects no historic properties or adverse effects will be discovered. However, the project team, along with representatives of the POSL, shall meet with representatives of the Godchaux-Reserve House Historical Society. The Godchaux House is approximately 500 feet from the access road and bridge. The proposed bridge moves the roadway nearer to the Godchaux House. The house was built around 1764, purchased by Leon Godchaux in 1869, and moved to its current site in 1993. It was listed in the NRHP in 1994 (NRHP Reference Number: 93001548). While we do not expect there to be a documented 'effect' to the site. A meeting with the Society may be beneficial and help facilitate project completion.

Two copies of an unbound typed standing structure survey form for each standing structure and site form for each archaeological site will be submitted to the Environmental Section. Five (5) copies of the draft Cultural Resources

Survey will be submitted to the Department, and three (3) copies of the final Cultural Resources Survey will be submitted to the Department upon approval of the draft.

Air Quality - The impact on regional air quality will be discussed qualitatively. Information on the existing air quality for the region can be obtained from Louisiana Department of Environmental Quality (DEQ). Discussions concerning conformity (transportation and general) will be included in the air analysis. Project level modeling will not be conducted, but a comparative analysis will be needed.

Noise Analysis - A noise study is generally required by FHWA for alternatives where the horizontal or vertical alignment of the roadway alignment is substantially changed or where capacity is added. It is assumed that no noise analysis will be required for these modest changes to the infrastructure of the Port; MARAD guidance is not prescriptive regarding the triggers for a full noise analysis. Should it be needed, AECOM is proficient with noise analyses and can provide an estimate for such.

Hazardous Sites - A Phase 1 Environmental Site Assessment will not be performed for the study area given that no new property acquisition is required.

Floodplains - AECOM shall contact St. John Parish floodplain administrator concerning potential impacts to floodplains.

Wetlands - Wetlands in the project area will be identified and delineated utilizing the latest appropriate Corps of Engineers guidelines. Greater detail is required for the proposed action area. A Wetland Finding, using latest FHWA criteria will be written. Information referenced may include infrared photography, National Wetlands Inventory (NWI) maps, quadrangle maps, soil maps, etc. Referenced information will not substitute for an on-site field determination which will be made. Acreage of wetland impacted, and their value will be calculated and exhibits suitable for reproduction indicating the limits of wetlands in the area affected by the project and the areas impacted will be made. AECOM will discuss appropriate mitigation. Photographs of each soil sample with the appropriate Munsell soil chart in the same photograph will be included in the report. Each wetland area will be located on a quadrangle sheet as well as a layout map with the station numbers noted. Two (2) copies of the draft and two (2) copies for each revision are required. Once approved, five copies of the final will be required. A color digital copy of the final Wetland Finding in pdf format will be required. This scope provides the necessary report but does not include a US Army Corp of Engineers determination (JD).

Permits - Potentially required permits will be identified but NOT applied for under this contract. Those permits to be identified include but are not limited to: Corps of Engineers (Wetland permits & Section 10 permits), Water Quality Certification and Storm Water Permits.

Environmental Documentation

AECOM shall provide a succinct but thorough draft and final EA. The Alternatives Considered chapter of the EA will describe the alternative analysis process including the elimination of alternatives deemed unreasonable. The no-build alternative and the build alternatives will be described. Agency and Public Involvement will be summarized within the EA. Current environmental conditions, potential environmental consequences, commitments and related information will be included in the EA.

A preliminary draft version of the Draft EA will be prepared for review by the PORT. AECOM shall incorporate the PORT and MARAD Review Comments on Preliminary Draft EA. AECOM will then print and submit Draft EA for MARAD Approval – Once the PORT comments are addressed. AECOM will then incorporate MARAD Review Comments on the Draft EA. AECOM shall print and submit Final version of Draft EA for the PORT & MARAD Approval.

Lastly, AECOM will produce and distribute Draft EA for Public Review. AECOM will produce and distribute the Draft EA for public and agency review. Up to ten (10) hardcopies and one digital pdf copy of the Draft EA will be provided and distributed. AECOM will ensure that copies are provided to the nearest two libraries, and the Main Parish library in LaPlace. Addresses of three libraries that will receive copies:

- 170 W 10th St, Reserve, LA
- 2979 LA-18, Edgard, LA
- 2920 US-51, Laplace, LA

Task f. Deliverables:

- Description of existing conditions for each resource and an evaluation of the environmental impacts associated with the build alternatives for each resource
- More detailed investigations and documentation of specific resources, as required (hazardous materials, noise, air quality, etc.) as described above
- Draft EA and revised draft EA for FHWA review

g. Preparation of Final EA / FONSI

AECOM will summarize and evaluate agency and public comments received on the Draft EA. Responses to comments will be developed and submitted to the PORT for review. Agency and public comments received on some resources may require re-evaluation. It is assumed that minor re-evaluation/investigations may be required. Evaluations and additional investigations will be provided to the PORT for review and concurrence.

AECOM will prepare a preliminary version of the Final EA for review by the PORT, incorporating all responses to comments and re-evaluations as necessary. AECOM will incorporate feedback from the PORT and MARAD. Upon PORT and MARAD approval, AECOM will produce and distribute the Final EA / FONSI. Up to ten (10) hardcopies and one digital pdf copy of the Final EA / FONSI will be provided.

Task g. Deliverables:

- Documentation necessary for the Final EA and FONSI

Exclusions, Limitations and Assumptions

AECOM proposes to provide the scope of services with the below understanding of exclusions, limitation and assumptions.

- Only those items specifically identified in this scope of work will be performed by AECOM. Additional tasks can be provided if necessary, through a modification to this Task Order.
- In the event COVID-19 impacts the ability of AECOM to perform the scoped Services according to the schedule established to complete this Task Order, it shall be considered by both parties to be a *Force Majeure* event, and both AECOM and the Port shall have all the rights and responsibilities pertaining thereto, as prescribed by the Contract under which this Task Order is issued. Potential Coronavirus-generated impacts include but are not necessarily limited to a reduced work-force, reduced availability or increased cost of necessary materials, potential delays, and travel restrictions, quarantines and other governmental action. AECOM will notify the Port in writing of impacts according to the Notification Requirements of the Contract. AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to complete the scoped Services.

Schedule

AECOM estimates the overall project schedule breakdown as follows:

| | Tasks | Calendar Days | Estimated Completion |
|---|---------------------------------|---------------|----------------------|
| | Notice to Proceed | N/A | July 2020 |
| 1 | Project Management | N/A | N/A |
| 2 | NEPA Process Initiation | 45 | Sep 2020 |
| 3 | Alternatives Refinement | 30 | Aug 2020 |
| 4 | Traffic Operational Analyses | 45 | Oct 2020 |
| 5 | Public Hearing | 1 | Feb 2021 |
| 6 | Environmental Assessment (EA) | 120 | Feb 2021 |
| 7 | Preparation of Final EA / FONSI | 90 | Apr 2021 |

Budget Estimate Summary

AECOM estimates the overall project budget as follows:

| Environmental Assessment | | Percentage | Labor Cost |
|--------------------------|---------------------------|------------|--------------|
| a. | Admin/ Project Management | 2.6% | \$3,550.00 |
| b. | NEPA Process Initiation | 9.8% | \$13,695.00 |
| c. | Alts Refinements | 12.8% | \$17,860.00 |
| d. | Traffic | 0.0% | \$0.00 |
| e. | Public Hearing | 9.1% | \$12,680.00 |
| f. | Environmental Assessment | 50.2% | \$69,780.00 |
| g. | Final and FONSI | 15.5% | \$21,540.00 |
| | Total Labor Costs | | \$139,105.00 |
| | OTHER DIRECT COSTS | | \$522.00 |
| | | TOTAL | \$139,627.00 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

The following describes the basis for compensation for services to be performed by AECOM Corporation during the calendar year. This Schedule of Fees and Charges may be revised annually on January 1 of each subsequent year to reflect merit and economic salary and expense increases, and changes in the expected level and mode of operations for the new year.

PERSONNEL CHARGES:

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the *Standard Hourly Rate* set forth below for the *Classification* indicated.

Standard Hourly Rates:

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|------------------------------|--|---|---------|---------------------------------|-------------|
| Principal | Manages a portfolio of projects and conducts high level reviews of project decisions and deliverables. Has the final decision authority for major project decisions. | Bachelor, Masters, or Ph.D. in Engineering or Science; Has professional license | PE | 20 years of relevant experience | \$275 |
| Discipline Leader/Dept. Head | Lead engineer on large projects; Oversees the technical execution of the work in his/her discipline on groups of small to medium-sized projects. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | 15 years of relevant experience | \$210 |
| Sr. Consultant | An individual consultant who is recognized as a leading authority in a broad area of specialization or in a narrow but intensely specialized field. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | 15 years of relevant experience | \$220 |
| Consultant | An individual consultant who is recognized within the company as an authority in a broad area of specialization or in a narrow but intensely specialized field. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | 12 years of relevant experience | \$195 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|---------------------|---|--|---------|--|-------------|
| Sr. Project Manager | Independently manages large projects or group of many small to medium sized projects. Has the final decision authority for most project decisions. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | 15 years of relevant experience | \$205 |
| Project Manager | Independently manages small to medium-sized projects. Has final decision authority for routine project decisions, but significant decisions are typically reviewed by higher level. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | Eight years of relevant experience | \$185 |
| Engineer IX | Formulates and guides the attack on problems of exceptional difficulty and marked importance to the organization or industry. | Bachelor's or higher in related engineering discipline | PE | 20 years of relevant experience with Bachelor's in related engineering / science, 13 years minimum with Master's, 12 years minimum with Ph. D. | \$190 |
| Engineer VIII | Formulates and guides the attack on problems of exceptional difficulty and marked importance to the organization or industry. | Bachelor's or higher in related engineering discipline | PE | 15 years of relevant experience with Bachelor's in related engineering / science, 13 years minimum with Master's, 12 years minimum with Ph. D. | \$175 |
| Engineer VII | Supervises less senior staff. Conceives, plans and conducts consultation in areas of considerable scope and complexity. | Bachelor's or higher in related engineering discipline | PE | 12 years of relevant experience with Bachelor's in related engineering / science, 10 years minimum with Master's, nine years minimum with Ph. D. | \$160 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|----------------|---|--|---------|---|-------------|
| Engineer VI | All Duties of Engineer V and undertakes non-routine tasks. | Bachelor's or higher in related engineering discipline | PE | Nine years of relevant experience with Bachelor's in related engineering / science, seven years minimum with Master's, six years minimum with Ph. D. | \$150 |
| Engineer V | Performs all duties of Engineer IV, and directly provides consulting expertise to the client. Develops engineering solutions and conducts value engineering evaluations. | Bachelor's or higher in related engineering discipline | PE | Seven years of relevant experience with Bachelor's in related engineering / science, five years minimum with Master's, four years minimum with Ph. D. | \$135 |
| Engineer IV | Independently prepares design calculations, plans, specifications, and reports. Proficient with design software, models, etc. | Bachelor's or higher in related engineering discipline | EI | Five years of relevant experience with Bachelor's in related engineering / science, three years minimum with Master's, two years minimum with Ph. D. | \$115 |
| Engineer III | With supervision, prepares design calculations, plans, specifications, and reports. Conducts calculation checks. Uses design software, models, etc. to solve complex issues with direction from senior staff. | Bachelor's or higher in related engineering discipline | EI | Four years of relevant experience with Bachelor's in related engineering / science, two years minimum with Master's, one year minimum with Ph. D. | \$100 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|--------------------------|---|---|---------|---|-------------|
| Engineer II | With supervision, prepares computations and technical documents. Exercises limited judgment on details of work. | Bachelor's or Master's degree in related engineering discipline | EI | Two years of relevant experience with Bachelor's in related engineering / science or no experience with Master's degree or higher | \$90 |
| Engineer I | Prepares basic computations and technical documents under direct supervision. | Bachelor's degree in related engineering discipline | EI | Entry level | \$85 |
| Design / Tech Supervisor | Coordinates the production of all CADD work in the department, and performs duties of Sr. Design Tech. | Bachelor's degree, or associate's degree or completion of technical trade school courses, or equivalent experience. | None | 15 years, or 11 years with Bachelor's degree | \$160 |
| Sr. Design /Tech* | Checks the work of less senior drafting personnel assigned to him/her, and is responsible for the drafting's accuracy and compliance with codes and design data. Working independently, develops complex engineering CADD drawings with limited supervision from the design engineer. | Bachelor's degree, or associate's degree or completion of technical trade school courses, or equivalent experience. | None | 12 years, or eight years with Bachelor's degree | \$125 |
| Design / Tech V* | Working independently, develops complex engineering CADD drawings. On larger projects, leads other drafters and/or designers in preparation of conceptual and detailed designs. | Bachelor's degree, or associate's degree or completion of technical trade school courses, or equivalent experience. | None | 10 years, or six years with Bachelor's degree | \$105 |
| Design / Tech IV* | Under limited supervision, develops conceptual and detailed designs and engineering CADD drawings of moderate complexity. | Bachelor's degree, or associate's degree or completion of technical trade school courses, or equivalent experience. | None | Eight years, or four years with Bachelor's degree | \$100 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|---|---|---|---------|--|-------------|
| Design / Tech III* | Under general direction, prepares engineering, structural or mechanical CADD drawings. | High school diploma or higher and completion of relevant drafting courses or program, or demonstrated equivalent. | None | Six years, or two years with Bachelor's degree | \$90 |
| Design / Tech II* | Under general supervision, develops layouts and detailed CADD drawings. Can assist in performing material take-offs for the discipline. | High school diploma or higher and completion of relevant drafting courses or program, or demonstrated equivalent. | None | Four years or entry level with Bachelor's degree | \$85 |
| Design / Tech I* | Under direct supervision, provides simple drafting services from detailed notes and specifications. | High school diploma and completion of relevant drafting courses or program, or demonstrated equivalent. | None | Entry level | \$80 |
| Sr. Economist | Formulates and guides the attack on problems of exceptional difficulty and marked importance to the organization or industry. | Bachelor's Degree or higher in related discipline | None | 17 years of relevant experience with Bachelor's in related field or 15 years of experience with Master's degree or higher | \$205 |
| Economist II | Under limited supervision, performs economic analyses and studies | Bachelor's Degree or higher in related discipline | None | Nine years of relevant experience with Bachelor's in related field or seven years of experience with Master's degree or higher | \$150 |
| Economist I | Under direct supervision, performs economic analyses and studies | Bachelor's Degree or higher in related discipline | None | Entry Level | \$90 |
| Sr. Planner/ Sr. Environ. Scientist | Formulates and guides the attack on problems. Provides direct supervision to junior planners. | Bachelor's Degree or higher in related discipline | None | 17 years of relevant experience with Bachelor's in related field or 15 years of experience with Master's degree or higher | \$205 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|--|---|---|---------|--|-------------|
| Planner II/ Environ. Scientist II/ Permit Specialist | Planner II and Environmental Scientist II: With limited supervision, performs planning studies and analyses and prepares reports. Permit Specialist: prepares and submits permit applications for Section 10/404/408 and coastal use joint permit applications. Coordinates review and response process with permitting agencies. | Bachelor's Degree or higher in related discipline | None | Nine years of relevant experience with Bachelor's in related field or seven years of experience with Master's degree or higher | \$150 |
| Planner I/ Environ. Scientist I | Under direct supervision, performs planning studies and analyses and prepares reports | Bachelor's Degree or higher in related discipline | None | Entry Level | \$90 |
| Sr. Cost Estimator/ Scheduler | Independently develops, monitors and updates construction cost estimates and schedules for projects of exceptional difficulty and marked importance to the organization or industry. | Bachelor's Degree or higher in related discipline | None | 17 years of relevant experience with Bachelor's in related field or 15 years of experience with Master's degree or higher | \$205 |
| Cost Estimator/ Scheduler | Independently develops, monitors and updates construction cost estimates and schedules for projects of typical difficulty and importance to the organization or industry. Under direct supervision, develops, and updates construction cost estimates and schedules for projects of exceptional difficulty and marked importance to the organization or industry. | Bachelor's Degree or higher in related discipline | None | Nine years of relevant experience with Bachelor's in related field or seven years of experience with Master's degree or higher | \$150 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|------------------------------|--|---|---------|---|-------------|
| Cost Estimator/ Scheduler | Under direct supervision, develops, monitors and updates construction cost estimates and schedules for projects of typical difficulty and importance to the organization or industry | Bachelor's Degree or higher in related discipline | None | Entry Level | \$90 |
| Project Associate | On larger projects, responsible for all project administrative support functions; supervises project administrative support staff. | High school diploma or higher | None | 10 years or six years of relevant experience with Bachelor's degree | \$90 |
| Project Assistant* | Provides administrative support: data management, copying, filing, processing, and other clerical and typing tasks. | High school diploma | None | Five years relevant experience | \$80 |
| Clerk* | Clerical and typing tasks under direct supervision. | High school diploma | None | Entry level | \$70 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

Overtime:

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the *Standard Hourly Rate*. Overtime by non-exempt personnel (*Classifications* identified with an asterisk ("*")) will be charged at 1.5 times the *Standard Hourly Rate*.

Travel Time:

A maximum of eight (8) hours of travel time per day per employee will be charged for travel within the continental United States.

Contract Personnel:

Charges for contract personnel under AECOM supervision and using AECOM facilities will be invoiced at the *Standard Hourly Rate* corresponding to their *Classifications*.

Litigation Support:

When AECOM staff appear as expert witnesses at court trials, arbitration hearings, mediation and depositions (including standby time when requested by client and/or client's attorney), their time will be invoiced at \$250/hour with a minimum of four (4) hours. Time spent by personnel preparing for such trials, hearings, and depositions, will be charged at the *Standard Hourly Rate*.

Field Work:

When staff are performing project fieldwork, a minimum daily charge of 4 hours will apply.

Subcontracts and Equipment Rental

The cost of services subcontracted by AECOM to others and other costs incurred by AECOM will be charged at cost plus 10%.

Vehicles and Mileage:

The mileage charge for personal and AECOM owned vehicles used on project assignments not covered by the flat billing rate will be the current mileage rate established by the Internal Revenue Service for tax purposes.

Communications:

The cost of communications for office telephone, facsimile, postage, and incidental copying costs will be charged at a flat rate of 3% of total gross labor charges.

Other Direct Costs:

Materials, supplies, travel expenses, and other direct costs, will be billed at cost plus a 5% handling charge.

TASK ORDER No. 110B

In accordance with the Agreement for Professional Services between Port of South Louisiana, 171 Belle Terre Boulevard, Laplace, LA 70169-0909 ("Client") and AECOM Technical Services, Inc. (AECOM), 1515 Poydras St., Suite 2700, New Orleans, LA 70112, this Task Order describes the Services, Schedule, and Payment Conditions for AECOM Services on the Project known as:

Grant-Funded Improvements, 2020 – Engineering Support for Environmental Assessment

Client Authorized

Representative: Paul Aucoin
Address: 171 Belle Terre Boulevard, Laplace, LA 70068
Telephone No.: (985) 652-9278

AECOM Authorized Michael Patorno
Representative: 1515 Poydras St., Suite 2700
Address: New Orleans, LA 70112
(504) 586-8111

Telephone No:

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 "Time and Materials " basis with an estimated fee not to exceed \$96,711.00 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 Aucoin, Executive Director

Typed Name / Title

Signature

Michael Patorno, Vice President, Water Business
Line

Typed Name / Title

Date of Signature

Date of Signature

ATTACHMENT "A"
Task Order No. 110B

Port of South Louisiana

Grant-Funded Improvements, 2020 – Engineering Support for Environmental Assessment

Scope of Services

Background

As part of the US Maritime Administration MARAD Grant recently awarded to the Port of South Louisiana (Port), an Environmental Assessment (EA) is required for the Port to proceed with final engineering and construction of the project elements. The EA will be performed either by the AECOM Environmental Team under Task Order 110A or by another environmental consulting firm selected by the Port. AECOM understands that the grant covers six specific project elements for upgrade, repair and/or rehabilitation to the Port's Globalplex Facility in Reserve, LA. Each of these elements is summarized below:

1. Heavy load capacity floor within Building 71;
2. Conveyor improvements, connecting Building 71 and adjacent storage domes to the Globalplex bulk dock facility;
3. Access road rehabilitation, connecting Building 71 at both the North and South sides of the building;
4. West side roadway, providing direct access to the open storage laydown yard;
5. Rail spur connection, tracking close to Building 71 and the storage domes;
6. Dock access bridge and access road between the Globalplex's main facility north of LA 44 (River Road) and its dock along the Mississippi River.

Scope of Work

To support the Environmental Assessment, preliminary engineering design is necessary for each of the six major project elements. This level of design will include studies for up to 2-alternatives of construction type and general layout. Preliminary design will be based on historical data and AECOM's knowledge of the project site and previously completed design and construction projects. Following the preliminary design and alternatives study, the results will be summarized in a brief design document report, which will provide basis of design, describe key project features, construction types, materials and anticipated contractor means and methods, general arrangement layouts, and anticipated temporary limits of construction. Additionally, preliminary design drawings will be developed which document the high-level construction concepts and the alternatives studied for each of the project elements. Specific tasks associated with the engineering support are detailed below:

a. Heavy Load Capacity Floor at Building 71

Background: AECOM previously completed a condition assessment study of the existing interior floor slab in the building to estimate the weight that the slab and building foundation can support and the remaining service life of the floor. AECOM's conclusion was that the slab as originally designed lacks the capacity to support the anticipated weights that a bulk material ridge pile in the warehouse, and furthermore the existing pavement slab is at the end of its useful service life and has deteriorated and settled significantly due to prior use and possible overloading, further reducing its capability to support

weight. To improve the functionality and storage capacity of the floor slab, a more robust foundation and floor slab system will be required so that the warehouse can be used efficiently to store and reclaim bulk products. No alternatives study has yet been performed to identify the most cost-effective means to upgrade the building floor slab and its foundation.

Engineering Alternatives Study Scope to Support EA: As part of this task, AECOM will perform preliminary design and prepare a brief alternatives study to evaluate construction options to improve the load capacity of the floor slab.

Engineering and design services will include the following tasks:

- Civil and structural preliminary design of construction alternatives to improve the load capacity of the floor and its foundation.
- Evaluation of the feasibility of pile-supported versus soil-supported concrete foundations.
- Development of the basis of design and documentation of the key elements in a written report with accompanying general arrangement drawings that illustrate the preliminary design layout of the alternatives developed in drawing format.

b. Conveyor Improvements

Background: Adjacent to Building 71 at the Port's Globalplex Facility within the Lafarge|Holcim lease, there exists a conveyor system that currently connects to the Mississippi River barge loading facility and ship dock, cement storage domes and to existing Building 71. As part of the ongoing construction improvement project at Building 71, AECOM completed a design and layout of new conveyors, supports and transfer towers as well as repairs to existing inbound and outbound conveyors in the near vicinity of Building 71; however, due to budget constraints, this phase of the AECOM design project was omitted from the final bidding documents. Rehabilitation of the existing outbound convey systems to the marine facilities also were not included in that previous engineering effort. Additionally, subsequent to the completion of this conveyor system design layout, AECOM understands that the Port and their tenant would like to add conveyor systems at Building 71 to help facilitate loading and conveyance of bulk materials.

Engineering Alternative Study to Support EA: As part of this task, AECOM will perform preliminary design and alternatives study to evaluate conveyor improvements that can be made to increase capacity and repair the existing systems.

Engineering and design services will include the following tasks:

- General arrangement and preliminary civil/structural design of the proposed new conveyor systems, supports, foundations, transfer towers and repairs to existing conveyors.
- Identification of anticipated mechanical and electrical improvements for the proposed new conveyor systems and estimation of repairs to existing conveyors, specifically concerning electrical capacity, dust control/suppression and noise abatement. These will be discussed in the report and referenced on the accompanying drawings. The anticipated improvements will be based on the previous designs AECOM performed, the existing inspection reports of the conveyor systems and consultations with the Port and its current tenant.
- Evaluation of the layout of new conveyor systems within Building 71 and transfer towers to suit the Port and their tenant's needs for material handling at the site.
- Development of the basis of design and documentation of key elements in the written report,

illustrating the preliminary design layout of the alternatives developed in drawing format.

c. Access Road Rehabilitation

Background: The scope included in the access road rehabilitation project element comprises construction of a new concrete paved roadway surface and possible re-routing of travel paths around the Lafarge|Holcim leased site of the Port's Globalplex facility. Additionally, drainage and lighting improvements will be made adjacent to the new roadway and surrounding Building 71 and key features such as possible new conveyor support foundations and transfer towers. No designs for this proposed rehabilitation have been previously performed.

Engineering Alternative Study to Support EA: As part of this task, AECOM will perform preliminary design and alternatives study to evaluate the route, construction type and key elements of the new access road.

Services shall include the following tasks:

- Civil and structural preliminary design of the new access roadway and drainage features.
- Alternatives study to evaluate 2-3 route options for the new road and drainage patterns at the site near the roadway and building.
- Development of the basis of design and documentation of the key elements in the written report, illustrating the preliminary design layout of the alternatives developed in drawing format.

d. Rail Spur Connection

Background: The rail spur connection will be constructed to connect the Port's interior rail access to the main CN rail line that runs through and adjacent to the Globalplex facility. No designs for this proposed rehabilitation have been previously performed.

Engineering Alternative Study to Support EA: As part of this task, AECOM will perform preliminary design and alternatives study to evaluate the arrangement, location, extent, connection and key elements of the new rail spur connection.

Services shall include the following tasks:

- Civil and rail preliminary design of the new rail spur connection.
- Alternatives study to evaluate location and route options for the new rail spur.
- Development of the basis of design and documentation of the key elements in the written report, illustrating the preliminary design layout of the alternatives developed in drawing format.

e. Dock Access Bridge and Access Road

Background: The existing dock access bridge at the Port's Globalplex facility currently has limited load capacity and is also capable of only handling one-way traffic. In order to improve traffic flow as well as to provide a higher load rated access bridge to the Port's general cargo dock, a second access bridge is proposed to be constructed adjacent to and on the East side of the existing bridge. AECOM is currently under Task Order with the Port for design of this bridge structure and has advanced the design to an approximately 60%-level. The 60%-level design includes 2-construction type alternatives, which will be

used in the Environmental Assessment. Additionally, at previous design review meetings, 2-routing alternatives for the new bridge were reviewed with the Port and their tenant. These previously developed route alternatives will provide useful data for the EA. Since some design has already been completed by AECOM for the bridge, AECOM will be able to provide the design input and preliminary drawings most efficiently by recompiling and organizing the readily available documents and design information.

Engineering Alternative Study to Support EA: As part of this task, AECOM will use the alternatives comparisons previously performed and the 60% designs to perform the alternatives study, evaluating bridge location, bridge structural components and associated site and roadway work.

Engineering and design services will include the following tasks:

- Review project basis of design and prepare written report documenting key design elements of the bridge.
- Compile and format 60%-level design drawings of the AECOM bridge design Task Order for use in the Environmental Assessment.

f. Coordination with EA Team: AECOM will participate in phone and/or videoconference meetings with the Port's EA Team as it develops the EA in accordance with MARAD's requirements to provide information and clarifications necessary for inclusion in the EA Report they are preparing. AECOM's budget is based on assuming a maximum of 6 meetings and the information requested can be readily ascertained either from the historic information already available, the conceptual designs AECOM is performing under this task order, or AECOM can provide guidance based on its professional engineering judgment. AECOM in its responses will clearly indicate to the EA Team the bases for the responses. However, if the EA Team requests AECOM to perform investigations, analyses or designs not included in this scope, not available from available historic information or which AECOM cannot provide a professional opinion based on professional judgment, AECOM will notify the Port in writing to request permission to perform the necessary additional work prior to doing so, and this work then will be performed by modification to this task order.

Deliverables

AECOM proposes to provide the following deliverables as part of this Task Order.

- Summary report with written description of each project element as described in the Scope of Work necessary to support the environmental assessment.
- Preliminary design drawings illustrating a high-level overview of the project elements, construction type and key features for each item described in the Scope of Work necessary to support the environmental assessment.

Exclusions, Limitations and Assumptions

AECOM proposes to provide the scope of services with the below understanding of exclusions, limitation and assumptions.

- The engineering design performed to support the Environmental Assessment will be preliminary and conceptual only. No geotechnical engineering support, soil borings, field survey or condition assessment will be performed. Rather, AECOM will rely on past project experience, available historical data at the site or surrounding vicinity and engineering judgement to develop the preliminary designs.

- Only those items specifically identified in this scope of work will be performed by AECOM. Additional tasks can be provided if necessary, through a modification to this Task Order.
- A maximum of 2-alternatives for each of the six key project elements will be considered in the preliminary design.
- AECOM brings to the Port's attention that during the interim since the Port's grant application was submitted and during which the "re-skinning" of Building 71 was ongoing, it was identified as part of construction engineering that project's construction contractor's engineer undertook that the building's main frames are not adequately constructed to support the operational loads the existing shuttle conveyor would impose on the frames while discharging bulk product onto the building floor below. Strengthening of the frames or the addition of new structural support members appears necessary. The conceptual engineering AECOM will perform in support of the EA's preparation will not address this issue. Rather, it will be assumed that the delivery and stacking of stored product in the building will be by dump truck and earth moving equipment operating on the building floor.
- Permitting support, including but not limited to development of permit plans, permit applications and coordination with local, state and federal agencies, is not included. These tasks will be performed as part of the detailed engineering of design and development of the bid documents, either by AECOM under separate task order or by others under separate contract to the Port.
- An overall review of OSHA safety compliance of the terminal is not included in this scope of work.
- AECOM has not been furnished and has not reviewed original design calculations for key elements of the terminal. AECOM assumes that all existing structures and systems on site were constructed in accordance with their original design.
- In the event COVID-19 impacts the ability of AECOM to perform the scoped Services according to the schedule established to complete this Task Order, it shall be considered by both parties to be a *Force Majeure* event, and both AECOM and the Port shall have all the rights and responsibilities pertaining thereto, as prescribed by the Contract under which this Task Order is issued. Potential Coronavirus-generated impacts include but are not necessarily limited to a reduced work-force, reduced availability or increased cost of necessary materials, potential delays, and travel restrictions, quarantines and other governmental action. AECOM will notify the Port in writing of impacts according to the Notification Requirements of the Contract. AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to complete the scoped Services.

Schedule

AECOM estimates the overall project schedule breakdown will follow the Environmental Assessment process outlined in Task Order 110A. Specifically, design reports and preliminary design drawings for each of the six key project elements will be provided to the Environmental Assessment Team within 120-days of Notice to Proceed (NTP).

Fee

AECOM Charges shall be on a "Time and Materials" basis for a total estimated fee not to exceed \$96,711.00.

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

The following describes the basis for compensation for services to be performed by AECOM Corporation during the calendar year. This Schedule of Fees and Charges may be revised annually on January 1 of each subsequent year to reflect merit and economic salary and expense increases, and changes in the expected level and mode of operations for the new year.

PERSONNEL CHARGES:

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the *Standard Hourly Rate* set forth below for the *Classification* indicated.

Standard Hourly Rates:

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|------------------------------|--|---|---------|---------------------------------|-------------|
| Principal | Manages a portfolio of projects and conducts high level reviews of project decisions and deliverables. Has the final decision authority for major project decisions. | Bachelor, Masters, or Ph.D. in Engineering or Science; Has professional license | PE | 20 years of relevant experience | \$275 |
| Discipline Leader/Dept. Head | Lead engineer on large projects; Oversees the technical execution of the work in his/her discipline on groups of small to medium-sized projects. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | 15 years of relevant experience | \$210 |
| Sr. Consultant | An individual consultant who is recognized as a leading authority in a broad area of specialization or in a narrow but intensely specialized field. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | 15 years of relevant experience | \$220 |
| Consultant | An individual consultant who is recognized within the company as an authority in a broad area of specialization or in a narrow but intensely specialized field. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | 12 years of relevant experience | \$195 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|---------------------|---|--|---------|--|-------------|
| Sr. Project Manager | Independently manages large projects or group of many small to medium sized projects. Has the final decision authority for most project decisions. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | 15 years of relevant experience | \$205 |
| Project Manager | Independently manages small to medium-sized projects. Has final decision authority for routine project decisions, but significant decisions are typically reviewed by higher level. | Bachelor, Masters, or Ph.D. in Engineering or Science | PE | Eight years of relevant experience | \$185 |
| Engineer IX | Formulates and guides the attack on problems of exceptional difficulty and marked importance to the organization or industry. | Bachelor's or higher in related engineering discipline | PE | 20 years of relevant experience with Bachelor's in related engineering / science, 13 years minimum with Master's, 12 years minimum with Ph. D. | \$190 |
| Engineer VIII | Formulates and guides the attack on problems of exceptional difficulty and marked importance to the organization or industry. | Bachelor's or higher in related engineering discipline | PE | 15 years of relevant experience with Bachelor's in related engineering / science, 13 years minimum with Master's, 12 years minimum with Ph. D. | \$175 |
| Engineer VII | Supervises less senior staff. Conceives, plans and conducts consultation in areas of considerable scope and complexity. | Bachelor's or higher in related engineering discipline | PE | 12 years of relevant experience with Bachelor's in related engineering / science, 10 years minimum with Master's, nine years minimum with Ph. D. | \$160 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|----------------|---|--|---------|---|-------------|
| Engineer VI | All Duties of Engineer V and undertakes non-routine tasks. | Bachelor's or higher in related engineering discipline | PE | Nine years of relevant experience with Bachelor's in related engineering / science, seven years minimum with Master's, six years minimum with Ph. D. | \$150 |
| Engineer V | Performs all duties of Engineer IV, and directly provides consulting expertise to the client. Develops engineering solutions and conducts value engineering evaluations. | Bachelor's or higher in related engineering discipline | PE | Seven years of relevant experience with Bachelor's in related engineering / science, five years minimum with Master's, four years minimum with Ph. D. | \$135 |
| Engineer IV | Independently prepares design calculations, plans, specifications, and reports. Proficient with design software, models, etc. | Bachelor's or higher in related engineering discipline | EI | Five years of relevant experience with Bachelor's in related engineering / science, three years minimum with Master's, two years minimum with Ph. D. | \$115 |
| Engineer III | With supervision, prepares design calculations, plans, specifications, and reports. Conducts calculation checks. Uses design software, models, etc. to solve complex issues with direction from senior staff. | Bachelor's or higher in related engineering discipline | EI | Four years of relevant experience with Bachelor's in related engineering / science, two years minimum with Master's, one year minimum with Ph. D. | \$100 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|--------------------------|---|---|---------|---|-------------|
| Engineer II | With supervision, prepares computations and technical documents. Exercises limited judgment on details of work. | Bachelor's or Master's degree in related engineering discipline | EI | Two years of relevant experience with Bachelor's in related engineering / science or no experience with Master's degree or higher | \$90 |
| Engineer I | Prepares basic computations and technical documents under direct supervision. | Bachelor's degree in related engineering discipline | EI | Entry level | \$85 |
| Design / Tech Supervisor | Coordinates the production of all CADD work in the department, and performs duties of Sr. Design Tech. | Bachelor's degree, or associate's degree or completion of technical trade school courses, or equivalent experience. | None | 15 years, or 11 years with Bachelor's degree | \$160 |
| Sr. Design /Tech* | Checks the work of less senior drafting personnel assigned to him/her, and is responsible for the drafting's accuracy and compliance with codes and design data. Working independently, develops complex engineering CADD drawings with limited supervision from the design engineer. | Bachelor's degree, or associate's degree or completion of technical trade school courses, or equivalent experience. | None | 12 years, or eight years with Bachelor's degree | \$125 |
| Design / Tech V* | Working independently, develops complex engineering CADD drawings. On larger projects, leads other drafters and/or designers in preparation of conceptual and detailed designs. | Bachelor's degree, or associate's degree or completion of technical trade school courses, or equivalent experience. | None | 10 years, or six years with Bachelor's degree | \$105 |
| Design / Tech IV* | Under limited supervision, develops conceptual and detailed designs and engineering CADD drawings of moderate complexity. | Bachelor's degree, or associate's degree or completion of technical trade school courses, or equivalent experience. | None | Eight years, or four years with Bachelor's degree | \$100 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|---|---|---|---------|--|-------------|
| Design / Tech III* | Under general direction, prepares engineering, structural or mechanical CADD drawings. | High school diploma or higher and completion of relevant drafting courses or program, or demonstrated equivalent. | None | Six years, or two years with Bachelor's degree | \$90 |
| Design / Tech II* | Under general supervision, develops layouts and detailed CADD drawings. Can assist in performing material take-offs for the discipline. | High school diploma or higher and completion of relevant drafting courses or program, or demonstrated equivalent. | None | Four years or entry level with Bachelor's degree | \$85 |
| Design / Tech I* | Under direct supervision, provides simple drafting services from detailed notes and specifications. | High school diploma and completion of relevant drafting courses or program, or demonstrated equivalent. | None | Entry level | \$80 |
| Sr. Economist | Formulates and guides the attack on problems of exceptional difficulty and marked importance to the organization or industry. | Bachelor's Degree or higher in related discipline | None | 17 years of relevant experience with Bachelor's in related field or 15 years of experience with Master's degree or higher | \$205 |
| Economist II | Under limited supervision, performs economic analyses and studies | Bachelor's Degree or higher in related discipline | None | Nine years of relevant experience with Bachelor's in related field or seven years of experience with Master's degree or higher | \$150 |
| Economist I | Under direct supervision, performs economic analyses and studies | Bachelor's Degree or higher in related discipline | None | Entry Level | \$90 |
| Sr. Planner/ Sr. Environ. Scientist | Formulates and guides the attack on problems. Provides direct supervision to junior planners. | Bachelor's Degree or higher in related discipline | None | 17 years of relevant experience with Bachelor's in related field or 15 years of experience with Master's degree or higher | \$205 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|--|---|---|---------|--|-------------|
| Planner II/ Environ. Scientist II/ Permit Specialist | Planner II and Environmental Scientist II: With limited supervision, performs planning studies and analyses and prepares reports. Permit Specialist: prepares and submits permit applications for Section 10/404/408 and coastal use joint permit applications. Coordinates review and response process with permitting agencies. | Bachelor's Degree or higher in related discipline | None | Nine years of relevant experience with Bachelor's in related field or seven years of experience with Master's degree or higher | \$150 |
| Planner I/ Environ. Scientist I | Under direct supervision, performs planning studies and analyses and prepares reports | Bachelor's Degree or higher in related discipline | None | Entry Level | \$90 |
| Sr. Cost Estimator/ Scheduler | Independently develops, monitors and updates construction cost estimates and schedules for projects of exceptional difficulty and marked importance to the organization or industry. | Bachelor's Degree or higher in related discipline | None | 17 years of relevant experience with Bachelor's in related field or 15 years of experience with Master's degree or higher | \$205 |
| Cost Estimator/ Scheduler | Independently develops, monitors and updates construction cost estimates and schedules for projects of typical difficulty and importance to the organization or industry. Under direct supervision, develops, and updates construction cost estimates and schedules for projects of exceptional difficulty and marked importance to the organization or industry. | Bachelor's Degree or higher in related discipline | None | Nine years of relevant experience with Bachelor's in related field or seven years of experience with Master's degree or higher | \$150 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

| Classification | Responsibilities | Education | License | Minimum Experience Level | Hourly Rate |
|------------------------------|--|---|---------|---|-------------|
| Cost Estimator/ Scheduler | Under direct supervision, develops, monitors and updates construction cost estimates and schedules for projects of typical difficulty and importance to the organization or industry | Bachelor's Degree or higher in related discipline | None | Entry Level | \$90 |
| Project Associate | On larger projects, responsible for all project administrative support functions; supervises project administrative support staff. | High school diploma or higher | None | 10 years or six years of relevant experience with Bachelor's degree | \$90 |
| Project Assistant* | Provides administrative support; data management, copying, filing, processing, and other clerical and typing tasks. | High school diploma | None | Five years relevant experience | \$80 |
| Clerk* | Clerical and typing tasks under direct supervision. | High school diploma | None | Entry level | \$70 |

AECOM
SCHEDULE OF FEES AND CHARGES
January 1, 2020

Overtime:

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the *Standard Hourly Rate*. Overtime by non-exempt personnel (*Classifications* identified with an asterisk ("*")) will be charged at 1.5 times the *Standard Hourly Rate*.

Travel Time:

A maximum of eight (8) hours of travel time per day per employee will be charged for travel within the continental United States.

Contract Personnel:

Charges for contract personnel under AECOM supervision and using AECOM facilities will be invoiced at the *Standard Hourly Rate* corresponding to their *Classifications*.

Litigation Support:

When AECOM staff appear as expert witnesses at court trials, arbitration hearings, mediation and depositions (including standby time when requested by client and/or client's attorney), their time will be invoiced at \$250/hour with a minimum of four (4) hours. Time spent by personnel preparing for such trials, hearings, and depositions, will be charged at the *Standard Hourly Rate*.

Field Work:

When staff are performing project fieldwork, a minimum daily charge of 4 hours will apply.

Subcontracts and Equipment Rental

The cost of services subcontracted by AECOM to others and other costs incurred by AECOM will be charged at cost plus 10%.

Vehicles and Mileage:

The mileage charge for personal and AECOM owned vehicles used on project assignments not covered by the flat billing rate will be the current mileage rate established by the Internal Revenue Service for tax purposes.

Communications:

The cost of communications for office telephone, facsimile, postage, and incidental copying costs will be charged at a flat rate of 3% of total gross labor charges.

Other Direct Costs:

Materials, supplies, travel expenses, and other direct costs, will be billed at cost plus a 5% handling charge.