

**ARCHITECT- ENGINEER
CONTRACT**

1. CONTRACT NO.
DTMA-91-C-2011-0005

2. DATE OF CONTRACT
11/29/2010

3a. NAME OF ARCHITECT-ENGINEER

Halcrow, Inc.

3b. TELEPHONE NO. (Include Area Code)

212-608-3990

3c. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)

22 Cortlandt Street-31st Fl
New York NY 10007-3142

4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)

U.S. DOT/Maritime Administration
Office of Acquisition
MAR-380
1200 New Jersey Avenue, SE
Mail Stop W-28-201
Washington DC 20590-0001

5. PROJECT TITLE AND LOCATION

Beaumont Layberth Facility (BLF), Beaumont, Texas

6. CONTRACT FOR (General description of services to be provided)

Architectural and Engineering (A&E) services to assist in BLF Design/Build Solicitation Preparation

7. CONTRACT AMOUNT (Express in words and figures)

\$301,569.20

8. NEGOTIATION AUTHORITY

40 U.S.C. 1102 et seq.

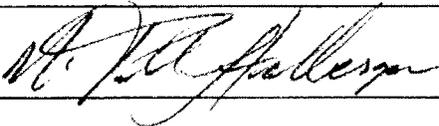
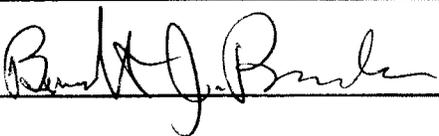
9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

Accounting Info. : 70X4303RRF.2011.9C0HQ41BLF.1061000000.25103.61006600 /701061C0HQ41BLF

MTH

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract.
The parties hereto have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAMES AND TITLES (Typed)	
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR			
A		M. Todd Stockberger	Senior VP. / Regional Director
B			
C			
D			
12. THE UNITED STATES OF AMERICA			
		Benedict J. Burnowski	1/27/11
		Contracting Officer	

W/1/11

Contract No. DTMA-91-C-2011-005

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<https://www.acquisition.gov/far/loadmainre.html>

52.236-23 Responsibility of the Architect-Engineer Contractor. (APR 1984)

52.236-24 Work Oversight in Architect-Engineer Contracts. (APR 1984)

52.236-25 Requirements for Registration of Designers. (JUN 2003)

52.242-14 Suspension of Work. (APR 1984)

52.248-2 Value Engineering - Architect-Engineer. (MAR 1990)

Contract No. DTMA-91-C-2011-005

Supplies or Services/Prices

Section B – SOW Development Support Services SCHEDULE OF LABOR CATEGORIES

HALCROW and WESTON

This is a time and material type contract for this project. The total amount for CLINs 0001 and 0002 is the contract ceiling price. The contractor exceeds the contract ceiling price at his own risk. Each subclin under CLINs 0001 and 0002 specifies separate fixed hourly rates that include wages, overhead, general and administrative expenses, and profit for each subclin's category of labor.

CLIN 0001 - Prepare with Government provided minimum requirements a design/build solicitation for the construction of a multiple berth layberth facility in Beaumont, Texas to include piers, an access road, parking area, dredging, and utility services within a fixed budget.

<u>SubClin #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>UnitPrice</u>	<u>Total</u>
0001AA	Project Director (H)	64	Hours	\$250	\$16,000
0001AB	Sr. Principal Engineer (H)	252	Hours	\$195	\$49,140
0001AC	Principal Engineer/PM (H)	436	Hours	\$165	\$71,940
0001AD	Senior Engineer (H)	118	Hours	\$140	\$16,520
0001AE	Engineer (H)	50	Hours	\$110	\$5,500
0001AF	Designer (H)	0	Hours	\$125	\$0
0001AG	Technical Assistant (H)	0	Hours	\$95	\$0
0001AH	Adm. Assistant (H)	0	Hours	\$80	\$0
0001AI	Principal Engineer (W)	3	Hours	\$167	\$501
0001AJ	Sr. Project Manager (W)	21	Hours	\$140	\$2,940
0001AK	Sr. Water Res. Planner (W)	48	Hours	\$126	\$6,048
0001AL	Senior Engineer (W)	8	Hours	\$126	\$1,008
0001AM	Envir. Specialist (W)	64	Hours	\$112	\$7,168
0001AN	Junior Engineer (W)	46	Hours	\$98	\$4,508
0001AO	Adm. Assistant (W)	6	Hours	\$56	\$336

Labor Hour Ceiling for CLIN 0001
(Including 10% mark-up on Weston's fees) \$183,860

11/19

Contract No. DTMA-91-C-2011-005

CLIN 0002 – Evaluate and rank/rate and recommend design/build submissions in response to the prepared solicitation

<u>SubClin #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0002AA	Project Director (H)	84	Hours	\$250	\$21,000
0002AB	Sr. Principal Engineer (H)	168	Hours	\$195	\$32,760
0002AC	Principal Engineer/PM (H)	261	Hours	\$165	\$43,065
0002AD	Senior Engineer (H)	36	Hours	\$140	\$5,040
0002AE	Engineer (H)	0	Hours	\$110	\$0
0002AF	Designer (H)	0	Hours	\$125	\$0
0002AG	Technical Assistant (H)	0	Hours	\$95	\$0
0002AH	Adm. Assistant (H)	0	Hours	\$80	\$0
0002AI	Principal Engineer (W)	2	Hours	\$167	\$334
0002AJ	Sr. Project Manager (W)	8	Hours	\$140	\$1,120
0002AK	Sr. Water Res. Planner (W)	14	Hours	\$126	\$1,764
0002AL	Senior Engineer (W)	10	Hours	\$126	\$1,260
0002AM	Envir. Specialist (W)	12	Hours	\$112	\$1,344
0002AN	Junior Engineer (W)	6	Hours	\$98	\$588
0002AO	Adm. Assistant (W)	2	Hours	\$56	\$112

Labor Hour Ceiling for CLIN 0002 \$109,039

CLIN 0003 Estimated Expenses

Estimated Expenses: \$8,670 (including airfare, rental car, accommodations etc)

Notes:

- Hours are based on the assumption that any meeting requiring the physical presence of the contractor's employees will take place in either Houston or Beaumont, Texas.
- Any topographic and/or hydrographic surveys or geotechnical investigations including solicitation of bids for the work will be ordered by separate contract and shall not be included in the hours provided under this contract.
- Assume that the bid reviews and the interview with the three contractors will take place in Beaumont or Houston.
- All expenses will be billed at cost plus a 2% administrative fee; however, this note applies only to **CLIN 0003**.
- Legend: (W) stands for Weston, the sub-contractor; (H) stands for Halcrow, the prime-contractor.

Description/Specifications

The U.S. Department of Transportation, Maritime Administration (MARAD) requires professional architect-engineering (A/E) services in two phases

ITEM 001: SOLICITATION PREPARATION

1. **ABSTRACT:** The first phase is for Architectural and Professional services to prepare with Government provided minimum requirements a design/build solicitation for the construction of a multiple berth layberth facility in Beaumont, Texas to include piers, an access road, parking area, dredging, and utility services within a fixed budget. Other types of A-E Services such as site investigation, surveying, drafting and CADD services, inspection, planning, studies, and reports may be required as related to project oversight and briefing of project status.

2. **REFERENCES:**
 - 2.1. MARAD will provide ship specs and minimum requirements documents

3. **ITEM LOCATION/ DESCRIPTION:**
 - 3.1. Location: Beaumont, Texas

 - 3.2. Description: North and East banks of the Beaumont Reserve Fleet Anchorage area.

MTB

4. STATEMENT OF WORK:

4.1. SOLICITATION PREPARATION: The Contractor is to review Design Build BLF requirements and ship specs to prepare a design/build solicitation. Contractor to meet (DC or Beaumont) with MARAD technical and contracting people for initial discussions on project. All work to be provided to MARAD in MS Word 2007 or MS Word 2003 versions for documents and appropriate software for material other than documents. Adobe format is acceptable as appropriate for other than documents. MARAD can view DWG, DWF formats for drawings.

4.1.1. Contractor with Government direction will provide a comprehensive solicitation package suitable to be transferred into the MARAD Acquisition system for solicitation preparation and publishing on the Federal Business Opportunities website.

4.1.2. All sections required to describe the complete design/build construction project are to be included (or referenced if sections are to be inserted by Government). An example of solicitation sections to be included:

- Purpose
- General
- Berthing requirements
- Dredging
- Heavy Weather Mooring Calculations to determine pier and mooring hardware requirements
- Ship Specs
- Wind Speed requirement (30 second duration, exposure C)
- Utilities (electricity, telephone)
- Access road construction (ASHTO-20-44 standard)
- Parking Lot
- Environmental compliance
- Use of recycled materials
- Permitting
 - Dredging
 - Wetland
 - Construction
- Approvals
- Inspections (for building compliance)
- Testing
- Quality Assurance
- Acceptance
- Partial Acceptance
- Construction management plan
- POAM (Plan of Action and Milestones)
 - Microsoft Project timeline providing project completion
 - 30% Solution
 - Interim Solutions
- Budget restraints
- Evaluation Plan for submitted RFP's
 - Reasons for rejection

11/13

5. PERFORMANCE CRITERIA/DELIVERABLES:

5.1. Deliverables Phase 1 Solicitation Preparation

- 5.1.1. Outline/Index of all required sections for a design build construction project IAW FAR regulations specified by MARAD Contracting officer
- 5.1.2. Solicitation First draft and technical exhibits
- 5.1.3. Solicitation Second Draft and technical exhibits
- 5.1.4. Solicitation Final Draft and technical exhibits

5.2. Performance Time Table. Contractor to provide the following items:

- 5.2.1. Outline/Index of all required sections: 3 calendar days after notice to proceed
- 5.2.2. First draft: Due 15 calendar days after notice to proceed
- 5.2.3. Second Draft: Due 8 calendar days after first draft joint review completed
- 5.2.4. Final Draft: Due 8 calendar days after last draft joint review completed.
- 5.2.5. A detailed schedule will be developed once the notice to proceed has been provided to the subcontractor(s). Schedule will be subject to weather delays.

ITEM 002: EVALUATE, RANK/RATE AND RECOMMEND DESIGN/BUILD SUBMISSIONS AND INCREMENTAL CONSTRUCTION DESIGN REVIEW

1. ABSTRACT: The second phase is for Architectural and Professional services to evaluate, rank/rate, recommend design/build submissions in response to the prepared solicitation, and review of incremental construction design work. A final third phase, to be solicited independently is for Architectural, Professional and Engineering services to provide construction management services during the facility construction for the Government. Responsibilities of the selected firm will also include review of drawings, specifications, design analyses and cost estimates used for bidding and construction. Other types of A-E Services such as site investigation, surveying, drafting and CADD services, inspection, planning, studies, and reports may be required as related to project oversight and briefing of project status.

2. REFERENCES:

- 2.1.** Evaluation Plan as described in the design/build solicitation for both RFP review and incremental construction design work.

3. STATEMENT OF WORK:

- 3.1. Contractor to review design build solicitations. Contractor may have multiple workers reviewing the same or different responses to the RFP simultaneously.
- 3.2. The contractor will review solicitations IAW evaluation plan and document for each proposal
 - 3.2.1. Conformance to required specifications
 - 3.2.2. Adequacy of design
 - 3.2.3. Environmental compliance
 - 3.2.4. Timeline reasonableness
 - 3.2.5. Budget constraints
- 3.3. A individual technical review will be written for each proposal received indicating strengths, weaknesses, trade-offs identified, alternative solutions provided and conformance to budget estimate and timelines.
- 3.4. A report is to be prepared providing a recommended ranking of proposals from first to last with justifications for the preferred order.
- 3.5. A review of the incremental construction/design work will be accomplished at each phase of required submission for review
- 3.6. A technical review will be prepared for each submission of the incremental construction design work IAW the described evaluation plan.

4. PERFORMANCE CRITERIA/DELIVERABLES:

4.1. Deliverables Phase II, Evaluation of Submitted proposals

- 4.1.1. Individual RFP Evaluations of submitted proposals
- 4.1.2. Provide a recommended ranking of proposals from first to last with justifications for ranking order.
- 4.1.3. Teleconference or meeting with MARAD after all reviews are completed to discuss each proposal.

4.2. Deliverable for Incremental Construction Design Review

- 4.2.1. A technical review will be written after each submission of the incremental construction design work IAW the described evaluation plan.
- 4.2.2. Teleconference or meeting with MARAD to discuss current incremental design.

4.3. Performance Time Table.

- 4.3.1. All RFP Evaluations will be completed within 30 days of receipt.
- 4.3.2. Teleconference/Meeting to discuss reviews within 5 days of completed evaluation
- 4.3.3. A technical review of the construction design work within 14 days for supplemental proposal revision submission.
- 4.3.4. A technical review of the construction design work within 14 days for subsequent proposal revision until final.
- 4.3.5. Teleconference/Meeting to discuss supplemental and/or final proposal revision design review within 5 days of each completed review.

Inspection and Acceptance

E.1 52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<https://www.acquisition.gov/far/loadmainre.html>

(End of clause)

52.246-6 Inspection – Time-and-Material and Labor-Hour (MAY 2001)

E.2 Contracting Officer's Technical Representative

- a. The Contracting Officer's Technical Representative (COTR) is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- b. The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes to the Contracting Officer directly or through the COTR. No such changes shall be made without the express prior authorization of the Contracting Officer. The COTR may designate assistants in writing and transmit a copy of such designation through the Contracting Officer to the Contractor.
- c. The COTR for this contract will be Mr. James R. Kahler.
- d. The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR will be promptly provided to the Contractor by the Contracting Officer in writing.

Deliveries or Performance

F.1 Period of Performance

The contract's period of performance shall be one year from the Notice to Proceed. The Contracting Officer shall issue the notice to proceed no later than 7 days after the contract award date.

11/19

Contract Administration Data

G.1 Address for Invoices

Mail invoices to the following address:

DOT/Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
MARAD A/P Branch, AMZ-150
P.O. Box 25710
Oklahoma City, OK 73215
Attn: Tammy Curnett

Special Contract Requirements

H.1 LIMITATION OF FUTURE CONTRACTING

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

(i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.

(ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(iv) "System" means the system that is the subject of this contract.

(v) "System Life" means all phases of the system's development, production, or support.

(vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(2) (a)(1)Restrictions: The contractor shall either prepare or assist in preparing a Design/Build Solicitation for a layberth facility at MARAD Beaumont Reserve Fleet in Beaumont, Texas. The solicitation will be used in competitively acquiring the design and construction of the labyerth facility. The contractor may not participate as an offeror, team member or proposed subcontractor in the resulting solicitation

(a)(2) The contractor shall participate in the technical evaluation of other contractors' proposals or products. To ensure objectivity, the contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for until such time as a contract award is made as a result of the solicitation or the project is cancelled..

(b) The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company, and to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the contractor from other sources and information furnished voluntarily without restriction.

(b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the **organizational conflict of interest** restrictions identified in this clause, unless excused in writing by the Contracting Officer.

Contract Clauses

I.1 52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/loadmainre.html>

(End of clause)

52.202-1 Definitions. (JUL 2004)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-7 Anti-Kickback Procedures. (JUL 1995)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2007)

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)

52.204-7 Central Contractor Registration. (APR 2008)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2010)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)

52.215-2 Audit and Records - Negotiation. (MAR 2009)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.219-8 Utilization of Small Business Concerns. (MAY 2004)

52.222-3 Convict Labor. (JUN 2003)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.222-54 Employment Eligibility Verification. (JAN 2009)

- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)
- 52.223-18 Contractor Policy to Ban Text messaging While Driving (SEP 2010)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.227-17 Rights in Data--Special Works. (DEC 2007)
- 52.230-2 Cost Accounting Standards. (OCT 2008)
- 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)
- 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (FEB 2007)
- 52.232-17 Interest. (OCT 2008)
- 52.232-23 Assignment of Claims. (JAN 1986)
- 52.232-25 Prompt payment. (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
- 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
- 52.242-13 Bankruptcy. (JUL 1995)
- 52.243-3 Changes - Time-and-Materials or Labor-Hours (SEP 2000)
- 52.244-4 Subcontractors and Outside Associates and Consultants (Architect-Engineer Services). (AUG 1998)
- 52.244-6 Subcontracts for Commercial Items. (JUN 2010)
- 52.248-1 Value Engineering. (FEB 2000) - Alternate III (APR 1984)

M/17