

**ARCHITECT-ENGINEER  
CONTRACT**

1. CONTRACT NO.  
DTMA-91-C-2011-0006

2. DATE OF CONTRACT  
12/06/2010

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)  
Engineering surveys and investigations to assist in BLF Design/Build Solicitation Preparation.

7. CONTRACT AMOUNT (Express in words and figures)  
\$685,261

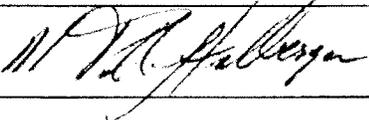
8. NEGOTIATION AUTHORITY  
40 U.S.C. 1102 et seq.

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA  
Accounting Info.: 70X4303RRF.2011. 9C0HQ41BLF.1061000000.25103.61006600 /701061C0HQ41BLF

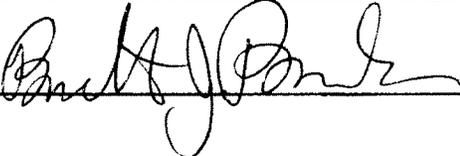
MTZ

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 here to 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 Contracting Officer <div style="text-align: right; font-size: 1.5em;">2/2/11</div>
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## **Solicitation/Contract Form**

### **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)**

### **52.232-10 Payments under Fixed-Price Architect-Engineer Contracts. (APR 2010)**

### **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)**

### **52.249-7 Termination (Fixed-Price Architect-Engineer). (APR 1984)**

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## Supplies or Services/Prices

### Section B – SOW Development Support Services SCHEDULE OF LABOR CATEGORIES

This is a firm-fixed price type contract for this project.

<u>Clin #</u>	<u>Description</u>	<u>Quantity</u> <u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0001	Bathymetric Survey	___1___ Job	\$21,945	\$21,945
0002	Topographical Survey	___1___ Job	\$61,710	\$61,710
0003	Land Clearing	___1___ Job	\$51,700	\$51,700
0004	Geotechnical Exploration	___1___ Job	\$549,906	\$549,906
<u>Total Price:</u>				<u>\$685,261</u>

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Description/Specifications

**STATEMENT OF OBJECTIVES FOR ADVANCE SURVEY WORK**

The Maritime Administration requires advance surveys to be completed prior to issuing the design-build solicitation to provide potential offerors with information they will need to prepare a cost efficient accurate response. The contractor will perform these surveys and furnish the data as required to all bidders as attachments to the solicitation.

Accurate surveying and mapping is critical for site development and construction of the Beaumont Layberth Facility. The objective of these surveys will be to obtain:

1. published results that will provide sufficient detail of the land area for construction level plans, calculations, drawings, etc. to be made for shore side facilities, roads, parking lots, etc;
2. published results that will provide sufficient detail for dredging calculations, dredge work, disposal requirements and permitting work to be determined with minimal additional work on the part of the design-build contractor; and
3. published results that will provide sufficient data to determine pier facility construction requirements with respect to piling size, location, quantity, load bearing, etc.

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**Inspection and Acceptance**

**E.1 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.

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## **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.

*NTS*

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## Contract Administration Data

G.I 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

*NTS*

**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 layberth facility. The contractor may not participate as an offeror, team member or proposed subcontractor in the resulting solicitation

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(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 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.

(End of clause)

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## **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)**

**52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)**

**52.203-14 Display of Hotline Poster(s) (DEC 2007)**

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)**

**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)**

**52.215-15 Pension Adjustments and Asset Reversions. (OCT 2004)**

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)**

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

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- 52.219-9 Small Business Subcontracting Plan (JAN 2011)
- 52.219-28 Post-Award Small Business Program Representation. (APR 2009)
- 52.222-3 Convict Labor. (JUN 2003)
- 52.222-20 Walsh-Healey Public Contracts Act. (DEC 1996)
- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
- 52.222-26 Equal Opportunity. (MAR 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)
- 52.222-50 Combating Trafficking in Persons. (FEB 2009)
- 52.222-54 Employment Eligibility Verification. (JAN 2009)
- 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)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran---Certification (SEP 2010)
- 52.227-1 Authorization and Consent. (DEC 2007)
- 52.227-17 Rights in Data--Special Works. (DEC 2007)
- 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)
- 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments). (APR 2003)
- 52.232-10 Payments under Fixed-Price Architect-Engineer Contracts (Apr 2010)
- 52.232-17 Interest. (OCT 2008)
- 52.232-23 Assignment of Claims. (JAN 1986)
- 52.232-26 Prompt Payment For Fixed-Price Architect-Engineer Contracts. (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)

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52.242-13 Bankruptcy. (JUL 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate III (APR 1984)

52.244-4 Subcontractors and Outside Associates and Consultants (Architect-Engineer Services).  
(AUG 1998)

52.244-6 Subcontracts for Commercial Items. (JUN 2010)

52.249-7 Termination (Fixed-Price Architect-Engineer) (APR 1984)

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## List of attachment(s)

J.1 SMALL BUSINESS SUBCONTRACTING PLAN (Jan. 2011; 10 pages)

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