

ARCHITECT-ENGINEER CONTRACT

1.CONTRACT NO. DTMA1C10034

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2.DATE OF CONTRACT

07/19/2010

3a.NAME OF ARCHITECT-ENGINEER

Lloyd Engineering, Inc.

3b. TELEPHONE NO. (Include Area Code)

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

9418 Mills Rd

Houston

TX

77070-5512

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

DOT/Maritime Administration, MAR-380

1200 New Jersey Ave SE, MAR380 W26-429

Washington

DC

20590-

TEL: (202) 366-0514 ext.

FAX: (202) 366-3237 ext.

5. PROJECT TITLE AND LOCATION

Engineering Survey of the Poland Avenue Wharf berths 1 - 5 in New Orleans, Louisiana.

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

The concrete, steel and timber piers at Poland Avenue Wharf are in need of repair and the purpose of the engineering survey will be to determine and document the condition of the existing structure, determine load limitations based on its current condition and provide recommendations for repair/replacement of the pier in order to achieve future serviceability consistent with the intended use of the piers.

7. CONTRACT AMOUNT (Express in words and figures)

\$ 923,344.00

Nine hundred twenty three thousand three hundred forty four dollars.

8. NEGOTIATION AUTHORITY

40 U.S.C. 1102 et seq

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

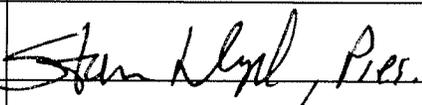
See Funding Detail

PROP1000120/0002

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 this contract:

1. The Contractor is awarded Contract Line Item Numbers (CLINs) 0001 and 0002 for a total firm-fixed price of \$923,344. The CLINs, statement of work (except as modified in the paragraph 2 below), clauses and provisions physically attached herewith are part of this contract. The Contract also includes the attached Wage Determination WD-05-2515(Rev. -12). 2. In addition to the items stated in paragraph 1 above the following applies: a. The start date of the survey shall be no later than August 31, 2010. b. The Contractor will perform creosote sampling by sampling from 5 piles above water and 5 piles below water rather than 5 per cent of the total piles. c. The Contract requires a survey of under deck utilities to be included in CLIN 0001. It does not include a survey of the warehouses or utilities above deck. Note: Due to computer data field limitations Block 10 is continued below in the clause "SG252, Block 10, Paragraph 2.d and e.

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
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A		STAN Lloyd, President
B		
C		
D		

12. THE UNITED STATES OF AMERICA

	Contracting Officer Benedict J. Burnowski
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7/19/10

Line Item Summary	Document Number DTMA1C10034	Title Engineering Survey - Poland Ave Wharf	Page 3 of 16
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Total Funding: \$923,344.00

FYs **Fund** **Budget Org** **Sub** **Object Class** **Sub** **Program** **Cost Org** **Sub** **Proj/Job No.** **Sub** **Reporting Category**

See Line Item(s)

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Engineering Survey of the Poland Avenue Wharf berths 1 - 5 in New Orleans, Louisiana.	(07/22/2010 to 03/01/2011)	1.00	JOB	\$565,970.000	\$ 565,970.00
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The concrete, steel and timber piers at Poland Avenue Wharf are in need of repair and the purpose of the engineering survey will be to determine and document the condition of the existing structure, determine load limitations based on its current condition and provide recommendations for repair/replacement of the pier in order to achieve future serviceability consistent with the intended use of the pies.

Funding Information:
2009 - 70 - X4303 - RRF9C9H - Q4 - 1MIS - 0 - 0000 - 000000 - 70 -
961C9H - Q4 - 1MIS - 25212 - 6100 - - 6600
\$306,015.00

2010 - 70 - X4303 - PN07PNO - A0 - MISC - 0 - 0000 - 000000 - 70 -
10617PNO - A0 - MISC - 52515 - 6100 - - 6600
\$259,955.00

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Total Funding: \$923,344.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
See Line Item(s)											
Division	Closed FYs		Cancelled Fund								

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0002	Repair Drawings and Specifications		1.00	JOB	\$357,374.000	\$ 357,374.00
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(07/22/2010 to 03/01/2011)

Based upon the professional Engineering Survey conducted of the Poland Avenue wharf structure per Item 001, MARAD desires the development of a repair plan to restore the structure to the original loading capacity and serviceable condition or to a minimum deck loading requirement of 425 PSF except for the area supporting the Cape K deployed ramp which requires a minimum of 437 PSF. Repair Plan to consist of a written specification, construction level drawings and cost estimate associated with repair of the docks. Repairs are to be broken down into sequential projects. The Maritime Administration has a Heavy Weather Mooring plan and calculations specific to vessels assigned to this facility which will be made available for determining mooring hardware upgrade replacement as needed and fendering suitability analysis.

Funding Information:

2009 - 70 - X4303 - RRF9C9H - Q4 - 1MIS - 0 - 0000 - 0000 - 70 -
961C9H - Q4 - 1MIS - 25215 - 6100 - - 6600
\$253,225.00

2010 - 70 - X4303 - PN07PNO - A0 - MISC - 0 - 0000 - 000000 - 70 -
10617PNO - A0 - MISC - 25215 - 6100 - - 6600
\$104,149.00

Total Cost: \$923,344.00

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COMMERCIAL CLAUSES

1 SF252 - BLOCK 10, PARAGRAPHS 2.D AND E

Continued from SF252 - Block 10, Paragraphs 2.d and e:

- d. The parties understand that the scope of work for CLIN 0002 is dependent on the results of the engineering survey required by CLIN 0001 of the Contract. To establish a baseline for comparison with the completed report the following is understood as the scope of work upon which the awarded price of CLIN 0002 is based: CLIN 0002 assumes the Contractor will prepare specifications, drawings and cost estimates for the Recommended Repairs included in Section IV of the Lanier Associates Consulting Engineers, Inc survey report dated November 2007 referenced in the Statement of Work and additionally provide a design for a new fender system. The Contractor will provide construction ready design plans and specifications for two separate projects which are Berths 1, 2, and 3 and Berths 4 and 5. In regard to the mechanical/electrical scope of work for CLIN 0002 the Contractor will provide plans and specifications for removing and replacing the potable water line now in use on the pier from the face above the pier to the landside of the pier. Provide plans and specifications for removing and replacing the conduit and wire beneath the pier that feeds the two existing panels on Pier 1. The panels are assumed to be in a condition for reuse. Removing and replacing the firewater lines is excluded. The Contractor will also provide a cost estimate for each project.
- e. MARAD agrees that construction phase services are not included in either CLINs 0001 or 0002.

2 STATEMENT OF WORK

ITEM 001: ENGINEERING SURVEY

1. **ABSTRACT:** Maritime Administration owns the Poland Street Wharf facility located in New Orleans Louisiana. This facility consists of one continuous pier consisting of five berths which were built at different times with differing construction techniques. Berths 1, 2, and 3 are the permanent layberths for the Cape Kennedy and Cape Knox RRF vessels. These vessels are moored IAW Navy Heavy Weather Mooring Service Type III requirements and do not sortie from the berth during severe weather. Berths 4 and 5 are leased by the Port and used for routine breakbulk cargo operations. Recently a survey was accomplished, referenced below, which was not intended to be detailed enough to determine specific repairs to be recommended, however, it details the general condition of each berth and the types of damage/wastage that exist.

Extent of required repairs is to be determined by verification of the previous survey and additional survey to determine specific repairs required. Required repairs which are critical (damage that may result in a failure within 5 years if not accomplished) are to be identified. Recommended repair procedures are to be proposed. Preliminary estimate of repair costs are to be developed. Current loading capacity is to be estimated for all berths.

2. REFERENCES:

2.1. Lanier and Associates Consulting Engineers, Inc., survey report dated November 2007.

3. ITEM LOCATION/ DESCRIPTION:

- 3.1. Location:
- 3.1.1. Poland Avenue Wharf, New Orleans, LA
- 3.1.2. Berths 1 and 2 (constructed 1923 - 1928)
- 3.1.3. Berths 3 and 4 (constructed 1941 - 1942)

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3.1.4. Berth 5 (constructed (constructed 1940's)

3.2. Description:

3.2.1. Continuous concrete pier consisting of five berths. Each berth is approximately 400 ft X 235 ft. Water depth at pier face is approximately 30 to 35 feet. Pier is constructed of reinforced concrete decks supported by concrete beam and column support structure (except for berths 1 and 2 which have exposed steel beam and column support structure). Columns are supported on concrete pile caps on top of timber piles.

4. OWNER FURNISHED:

4.1. None

5. STATEMENT OF WORK:

5.1. Survey and repair recommendations:

5.1.1. Perform detailed survey of all five berths from the top of the deck to the penetration of the support structure into the soil. Survey to include the condition of the deck, support structure (both above and underwater), all appurtenances, fasteners, deck fittings for vessel mooring, plumbing below the deck and pier fendering/protection structures.

5.1.2. Provide access to all areas to be surveyed, above and below water, to accommodate a "close-up" survey of all components.

5.1.3. Five (5) creosote treated timber piles above water and five (5) creosote treated timber piles below water will be cored and assayed to determine material loss and residual creosote treatment.

5.1.4. Photographs will be obtained where practical to illustrate the condition findings.

5.1.5. Underwater portions of the structures shall be inspected generally in accordance with the "American Society of Civil Engineers (ASCE) Manuals and Reports on Engineering Practice No. 101, "Underwater Investigations, Standard Practice Manual" including applicable appendices.

5.1.6. Steel structural systems/components are to be visually inspected 100 percent. Ultrasonic gauging to be conducted on exposed steel structural members to determine percentage of wastage/remaining strength.

5.1.7. Concrete structural systems/components are to be visually inspected 100 percent.

5.1.8. Wooden structural members above soil line are to be visually inspected 100 percent and probed for soundness.

5.1.9. Repair recommendations are to render the structure/s suitable for intended purpose for a period of approximately 20 years. Repair recommendations are to be detailed berth by berth and further broken down by component. Recommendations are to include a preliminary cost estimate also detailed berth by berth. All critical repair requirements are to be indicated.

5.1.10. Loading capacity for all berths based on current structural condition, is to be calculated and provided.

6. PERFORMANCE CRITERIA/DELIVERABLES:

6.1. Performance:

6.1.1. Survey to be completed within 30 days of "notice to proceed" however river level will be considered in calculating the start or completion date. If the river stage is high a delay in starting and/or completing the survey will be acceptable but the start date cannot be any later than August 31, 2010.

6.1.2. Survey to be coordinated through Marad POC

Billy Greer
409-833-9696 office
409-284-1427 cell

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6.2. Deliverables:

6.2.1. Detailed Survey Report inclusive of recommended repairs, photographs of damage/types of required repairs, steel thickness gauging, and preliminary cost estimates, and estimated current loading capacity of all.

6.2.2. Survey report to be delivered electronically in PDF format. Additionally three soft cover bound hard color copies are to be furnished.

6.2.2.1. All survey report deliverables shall be provided to the Maritime Administration without restrictions for use by the Government or release by the Government to others.

6.2.2.2. All drawings, design data, and technical information shall become the property of the Maritime Administration

6.2.2.3. Detailed survey report will be delivered to MARAD as identified within 90 days after the completion date of the survey, if delayed by riverstage otherwise 120 days from the "Notice to Proceed".

CLIN 0002

1. **ABSTRACT:** Based upon the professional Engineering Survey conducted of the Poland Avenue wharf structure per Item 001, MARAD desires the development of a repair plan to restore the structure to the original loading capacity and serviceable condition or to a minimum deck loading requirement of 425 PSF except for the area supporting the Cape K deployed ramp which requires a minimum of 437 PSF. Repair Plan to consist of a written specification, construction level drawings and cost estimate associated with repair of the docks. Repairs are to be broken down into sequential projects. The Maritime Administration has a Heavy Weather Mooring plan and calculations specific to vessels assigned to this facility which will be made available for determining mooring hardware upgrade replacement as needed and fendering suitability analysis.

2. REFERENCES:

2.1. Lanier and Associates Consulting Engineers, Inc., survey report dated November 2007.

2.2. Heavy Weather Mooring Analysis, calculations and mooring plan dated February 2003

2.3. Department of Defense Handbook MOORING DESIGN MIL-HDBK-1026/4

3. ITEM LOCATION/ DESCRIPTION:

3.1. Location:

3.1.1. Poland Avenue Warf, New Orleans, LA

3.1.2. Berths 1 and 2 (constructed 1923 - 1928)

3.1.3. Berths 3 and 4 (constructed 1941 - 1942)

3.1.4. Berth 5 (constructed (constructed 1940's)

3.2. Description:

3.2.1. Continuous concrete pier consisting of four berths. Each berth is approximately 400 ft X 235 ft. Water depth at pier face is approximately 30 to 35 feet. Pier is constructed of reinforced concrete decks supported by concrete beam and column support structure (except for berths 1 and 2, which have exposed steel beam and column support structure). Columns are supported on concrete pile caps on top of timber piles.

4. OWNER FURNISHED:

4.1. None

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5. STATEMENT OF WORK:

5.1. Utilizing current Dock/Pier survey (accomplished as per item 001), develop specifications and drawings necessary for repair of the dock from the bank to the river and from the downriver end to the up river end of the existing pier, approx 2,000 ft X 235 ft.

5.1.1. Required repairs are to be detailed to restore the dock to original loading capacity or to a minimum deck loading requirement of 425 PSF except for the area supporting the Cape K deployed ramp which requires a minimum of 437 PSF..

5.1.2. Mooring capacity is to be in accordance with "MOORING SERVICE TYPE III" standards as identified in MIL-HDBK-1026/4 for the two Cape K vessels assigned to the facility.

5.1.3. Required repair of the fendering system shall be of adequate construction, size, and number to safely resist the maximum anticipated loads based on the heavy weather mooring calculations in MIL-HDBK-1026/4. The maximum allowable pressure is 25 pounds per square inch (psi) against any portion of the vessel hull by fenders or other structures. The maximum horizontal distance between any two fendering points shall not be more than 100 feet.

5.1.4. Dock is to be repaired to render it suitable for intended purpose for a period of approximately 20 years.

5.1.5. Repair plan is to be detailed in a phased approach, allowing each phase to be bid out as a separate package or combined as future funding permits.

5.1.6. Repair plan is to be broken out by critical areas as one phase with the balance of the repairs broken out in a berth by berth basis.

5.1.7. Repair plan to address all needed repairs to the pier structure, associated underdeck piping and electrical systems, mooring fittings, fendering arrangements, piling cluster/s for pier protection, coatings and methods to extend the service life of currently serviceable components which require protection to extend service life for approximately 20 years.

5.2. Drawings

5.2.1. Prepare construction level detail drawings as necessary to support the repair specifications and adequately detail the required repairs.

5.3. Cost estimate

5.3.1. Cost estimate is to be detailed by component and repair type.

5.3.2. Estimate is to be broken down by repair phase as detailed in sections 5.1.5 and 5.1.6.

5.4. Permit Applications:

5.4.1. Contractor to prepare all required local, state and federal permit applications for Marad representative signature. Provide liaison and technical information as required to obtain all required permits.

5.4.2. Contractor to prepare required letters of coordination with applicable state and federal agencies

6. PERFORMANCE CRITERIA/DELIVERABLES:

6.1. Performance:

6.1.1. Project deliverables are to be reviewed by Marad at the 30 %, 60 % and 90 % levels of completion. Review meetings to be held at the Marad offices in either New Orleans LA or Beaumont TX.

6.1.1.1. 30 % review will be held within 30 days of Notice to Proceed (NTP) of item 002

6.1.1.2. 60 % review will be held within 60 days of NTP of item 002

6.1.1.3. 90% review will be held within 100 days of NTP of item 002

6.1.1.4. Final deliverables due within 120 days of NTP of item 002

6.2. Deliverables:

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6.2.1. All specifications and drawings shall be provided to the Maritime Administration without restrictions for use by the Government or release by the Government to others.

6.2.1.1. All specifications are to be provided in a format similar to this statement of work. Specifications are to be delivered electronically in Microsoft Word 2003 format.

6.2.1.2. All drawings, design data, and technical information shall become the property of the Maritime Administration

6.2.1.3. During the design stage, preliminary sketches will be acceptable for review purposes.

6.2.1.4. Final drawings, including those subjected to revisions, shall be of professional quality in AUTOCAD 2000 or higher format.

6.2.1.5. Drawings shall contain at a minimum the Manufacturer's drawing and revision numbers, drawing, title and the signature of design professional.

6.2.1.6. All drawings in the final record set shall have the new ABS Identification number conspicuously posted. The ABS ID number for SALM 360 is 88198507

6.2.2. Detailed cost estimate is to be provided electronically in Microsoft Excell 2003 format

6.2.3. In addition to the electronic deliverables, the contractor shall furnish six- (6) copies of all final drawings, calculations and documentation with contractor's Professional Engineer stamps.

6.2.4. All required final permits to affect repairs.

3 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	April 2010
52.236-23	Responsibility of the Architect-Engineer Contractor	April 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	April 1984
52.236-25	Requirements for Registration of Designers	June 2003
52.242-14	Suspension of Work	April 1984
52.248-02	Value Engineering Program--Architect-Engineer	March 1990
52.249-07	Termination (Fixed-Price Architect-Engineer)	April 1984

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SECTION E -- 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 which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistants in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.
- c. The COTR for this contract will be:

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 promptly provided to the Contrator by the Contracting Officer in writing.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The contract's period of performance shall be from July 22, 2010 to March 1, 2011.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-02	Audit and Records--Negotiation	March 2009
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-15	Pension Adjustments and Asset Reversions	October 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-41	Service Contract Act of 1965	November 2007
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	September 2009
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.227-01	Authorization and Consent	December 2007
52.227-17	Rights In Data--Special Works	December 2007
52.228-05	Insurance - Work on a Government Installation	January 1997
52.229-04	Federal, State, and Local Taxes (State and Local Adjustments)	April 2003
52.232-17	Interest	October 2008
52.232-23	Assignment of Claims	January 1986

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52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest after Award	August 1996
52.237-02	Protection of Government Buildings, Equipment, And Vegetation	April 1984
52.242-13	Bankruptcy	July 1995
52.243-01 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	April 1984
52.244-04	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	August 1998
MA1252.1	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	May 1999
52.204-10	Reporting Subcontract Awards	September 2007
52.219-08	Utilization of Small Business Concerns	May 2004
52.216-25	Contract Definitization	October 1997
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	May 2004
52.219-28	Post-Award Small Business Program Rerepresentation	April 2009
52.222-50	Combating Trafficking in Persons	February 2009
52.222-54	Employment Eligibility Verification	January 2009
52.216-24	Limitation of Government Liability	April 1984
52.244-06	Subcontracts for Commercial Items	April 2010

I.2 CLAUSES NOT APPLICABLE

The following FAR clauses have been automatically incorporated by reference by the automated contract writing system but the DO NOT apply to this contract:

52.216-24 Limitation of Government Liability
52.216-25 Contract Definitization
52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside

I.3 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

OCTOBER
2004

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER
1997

(a) The Contractor shall make the following notifications in writing:

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(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

<u>DRAFTER/CAD OPERATOR I</u>	<u>GS-4</u>
<u>DRAFTER/CAD OPERATOR II</u>	<u>GS-5</u>
<u>DRAFTER/CAD OPERATOR III</u>	<u>GS-6</u>
<u>DRAFTER/CAD OPERATOR IV</u>	<u>GS-8</u>

I.6 INVOICING AND FUNDING SOURCES

Payments shall be requested in accordance with the payments clause of this contract with the additional invoicing requirement of separating payment requests for berth 4 & 5 prices from Berths 1-2-3.

Description	Berth 1-2-3 Cost	Berth 4-5 Cost	Total Cost
Item 1- Engineering Survey	\$306,015	\$259,955	\$565,970.00
Item 2 - Repair Drawings and Specs (est)	\$253,225	\$104,149	\$357,374.00
	Total		\$923,344.00

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