

**ORDER FOR SUPPLIES OR SERVICES**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 02/28/2007	2. CONTRACT NO. (If any)	6. SHIP TO: Stewart Brooks		
3. ORDER NO. DTMA3V07014	4. REQUISITION/REFERENCE NO. PRCR0600261	a. NAME OF CONSIGNEE DOT/Maritime Administration, Central Region		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, CR Acquisition 500 POYDRAS ST., ROOM 1223  NEW ORLEANS LA 70130-3394		b. STREET ADDRESS MARAD-CR Warehouse Poland Street Wharf Door 38		
		c. CITY New Orleans	d. STATE LA	e. ZIP CODE 70146

7. TO:		f. SHIP VIA
a. NAME OF CONTRACTOR H.J. BOSWORTH, JR.		

b. COMPANY NAME LANIER & ASSOCIATES CONSULTING		8. TYPE OF ORDER		
c. STREET ADDRESS 4101 MAGAZINE ST		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: WRITTEN QUOTE OF 2/5/07  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY NEW ORLEANS	e. STATE LA	f. ZIP CODE 70115-2750	<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA - H750 - 106 - CR - 3100 - BGTWAR - 2526 - - - - -	10. REQUISITIONING OFFICE DOT/Maritime Administration, Central Region
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL       b. OTHER THAN SMALL       c. DISADVANTAGED       d. WOMEN-OWNED

12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)  05/01/2007	16. DISCOUNT TERMS  10 days % 20 days % 30 days % days %
13. PLACE OF			
a. INSPECTION	b. ACCEPTANCE		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<b>SEE LINE ITEM DETAIL</b>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: Justin Breeden				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710				
	c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125	\$14,600.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Deidre Robicheaux TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 02/28/2007	CONTRACT NO.	ORDER NO. DTMA3V07014
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)						
0001	<p>Poland Ave Wharf Damage Engineering Assessment</p> <p>INSPECTION AND ENGINEERING EVALUATION OF THE DOCK AT BERTH NUMBERS 1 THRU 5 OF MARAD'S POLAND AVENUE WHARF IN ACCORDANCE WITH THE ATTACHED QUOTE DATED 2/5/07 AND 2007 PUBLISHED RATES.</p> <p>PRICE SHOWN IS "NOT TO EXCEED"</p> <table border="0"> <tr> <td><i>Delivery Date</i></td> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>05/01/2007</td> <td>04/01/2007</td> <td>05/01/2007</td> </tr> </table> <p>Reference Requisition: PRCR0600261</p>	<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>	05/01/2007	04/01/2007	05/01/2007	1.00	JOB	14,600.000	14,600.00	
<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>										
05/01/2007	04/01/2007	05/01/2007										

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$14,600.00**

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COMMERCIAL CLAUSES

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://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government (Jul 1995) - Alternate I	October 1995
52.212-01	Instructions to Offerors--Commercial Items	September 2006
52.212-04 Alt I	Contract Terms and Conditions--Commercial Items (Feb 2007) - Alternate I	February 2007
52.212-05 Alt I	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Aug 2006) - Alternate I	February 2000

2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS NOVEMBER 2006

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

X\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

\_\_\_ (4) [Reserved]

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- X\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (6)(i) 52.219-7 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEPT 2006) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X\_\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X\_\_\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- X\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X\_\_\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- X\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

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X\_\_\_ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i)52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

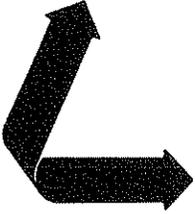
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.216-24	Limitation of Government Liability	April 1984
52.216-25	Contract Definitization	October 1997
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	May 2004
52.225-13	Restrictions on Certain Foreign Purchases	February 2006



*Excellence By Design. . . Since 1974*

**LANIER & ASSOCIATES**  
CONSULTING ENGINEERS, INC.

February 5, 2007

Mr. Stewart Brooks  
DOT/Maritime Administration  
500 Poydras Street, Room 1223  
New Orleans, LA 70130-3394

Re: Proposal for Engineering Services  
Poland Avenue Wharf  
Hurricane Katrina Damage Evaluation  
Our Job No. 7115

Dear Mr. Brooks:

Lanier and Associates is pleased to present this proposal for inspection and engineering evaluation of the dock at Berth Numbers 1 thru 5 of the Poland Street Wharf. For this project we anticipate the following scope of services:

1. Perform a visual survey of the dock deck to determine the location and extent of any apparent damage that may have occurred as a result of the storm.
2. Perform a visual survey of the structural components visible beneath the dock deck to identify the extent of any damage that may have occurred as a result of the storm. We will be noting other structural issues that are apparent beneath the dock.
3. We will prepare a table of damaged structural components with locations provided by column line coordinates. The column rows used will correspond with older plan drawings of the dock structures.
4. Prepare a letter report presenting our observations and recommendations in connection with this inspection effort.

We propose to provide the services defined above on a rate schedule basis in accordance with our current fee plan, a copy of which is attached. We estimate that the charges associated with completing items 1 – 4 of the scope of work will total approximately \$14,600. We anticipate being able to do this work once the river drops below the level of the concrete foundations below the dock structure. We can begin this work at your convenience once the river falls to an acceptable level.

Thank you for this opportunity to work with the DOT. Please do not hesitate to call if you have any questions or if we can be of further assistance in any way.

Very truly yours,

LANIER AND ASSOCIATES  
CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "H. J. Bosworth, Jr.", written in a cursive style.

H. J. Bosworth, Jr. P.E.  
Civil / Structural Engineer  
[hbosworth@lanier-engineers.com](mailto:hbosworth@lanier-engineers.com)

cc: Gil Chatagnier, L&A  
E. S. Lanier, L&A

LANIER AND ASSOCIATES CONSULTING ENGINEERS, INC.

FEE PLAN – 2007

1.0 RATE SCHEDULE BASIS

1.1 Services

1.1.1 *Lanier and Associates shall provide professional engineering services for Client as mutually agreed upon. Such services may or may not include preliminary engineering, field surveying and other information gathering services; design and drafting services; equipment selection and procurement; construction contractor selection and contract negotiation; construction management; quality control functions; estimating, expediting, purchasing, clerical and stenographic services, general consultation, and providing opinions on damages, feasibility and economic considerations.*

1.1.2 *The standard of care for all professional engineering and related services performed or furnished by Lanier and Associates under this Agreement will be the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality. Lanier and Associates makes no warranties, express or implied, under this Agreement or otherwise, in connection with their services.*

1.2 Compensation

1.2.1 *Time and expenses chargeable to Client's project will be invoiced on the basis of the rates listed on the attached schedule. Following the close of the month in which services are rendered, Lanier and Associates will submit to Client a detailed invoice covering such charges as are reimbursable to Lanier and Associates and upon request time summary sheets showing actual hours worked by each individual on the project. Terms for payment are 30 days net. A finance charge of 1-1/2% per month will be applied to all unpaid invoice amounts in excess of 30 days from date of invoice.*

1.2.2 *A forty (40) hour work week is currently standard; however, Lanier and Associates reserves the right to increase or decrease this as market and schedule conditions dictate. Overtime rates apply to all work exceeding eight hours in any one day or forty hours in any week or on Saturdays, Sundays, and eight scheduled holidays.*

1.2.3 *Indirect costs specifically chargeable to the work and billable to Client include living and traveling expenses, identifiable communication expense, computer rental, borings, some laboratory charges, commercial printing and binding, and identifiable outside reproduction costs, special equipment and field office expense. These are all charged at our direct cost with no markup. Outside consultants, subcontractors, construction equipment and outside laboratory charges will be charged at our direct cost with a 10% mark-up. Miscellaneous expense standard rates are as follows:*

LANIER AND ASSOCIATES CONSULTING ENGINEERS, INC.

FEE PLAN - 2007

Photocopies (8 ½ x 11)	\$	.15 each
Color Copies (8 ½ x 11)		1.50 each
Blueline Copies		.20 sq.ft.
Translucent Bond Copies		.70 sq.ft.
Bond Copies		.60 sq.ft.
Mylar Copies		1.50 sq.ft.
Color Prints		3.00 sq.ft.
Auto Mileage (Current mileage rate as set by the Internal Revenue Service)		.485 mile
Truck Mileage		.64 mile
Equipment Rental, Asbestos Analysis		
Air Sampling Train (per day)	\$	15.00
Air, by PCM, each (in house)	\$	10.00
All other environmental sampling at cost plus 10%.		

1.3 General Conditions

- 1.3.1 Qualified personnel will be assigned to the project in numbers and classifications determined strictly by requirements for successful accomplishment of the work as the project progresses.
- 1.3.2 Reports shall be made to the client as to the status and progress of each project or project phase on a time schedule as agreed to with Client.
- 1.3.3 Lanier and Associates will not be responsible for any contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incidental thereto, and will not be responsible for any contractor's failure to perform the work in accordance with the Contract Documents.
- 1.3.4 This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana.
- 1.3.5 The performance of any work hereunder shall constitute acceptance of the terms and conditions of this Fee Plan and no revisions shall be valid unless made in writing and signed by both parties.

LANIER AND ASSOCIATES CONSULTING ENGINEERS, INC.

FEE PLAN – 2007

1.3.6 Original documents resulting from the performance of services by Lanier and Associates including designs, drawings, and survey notes belong to, and remain the property of Lanier and Associates unless otherwise provided in a written contract. Any work addressed in these documents shall not be carried out until such time as specific written approval has been issued by Lanier and Associates. Lanier and Associates shall be indemnified and held harmless against all losses, damages, and costs arising from any unauthorized use or reuse of these documents.

1.4 Insurance

Lanier and Associates will, at its own expense, furnish upon client request, certificates attesting to the fact that the following policies are in effect:

*Workmen's Compensation Insurance in accordance with the laws of the applicable state, covering all employees working at, on or away from the premises in the performance hereof.*

*Employers' Liability Insurance with limits of One Million (\$1,000,000.00) Dollars aggregate, with respect to all claims by employees who are not covered under the applicable statutory Workmens' Compensation Act.*

*Comprehensive General Liability (including independent Contractors' Liability Insurance) with limits of Two Million (\$2,000,000.00) Dollars aggregate; One Million (\$1,000,000.00) Dollars each occurrence, with respect to claims resulting from Property Damage and for Personal Injury.*

*Comprehensive Automobile Liability Insurance (including Non-Ownership Liability) with Bodily Injury, and Property Damage Liability with a Combined Single Liability limit of One Million (\$1,000,000.00) Dollars.*

*Umbrella Liability Insurance with respect to Comprehensive General Liability, Comprehensive Automobile Liability, and Employers' Liability with limits of Ten Million (\$10,000,000.00) Dollars each occurrence; Ten Million (\$10,000,000.00) Dollars aggregate.*

*Excess Employers' Liability Maritime Insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars any one person; Five Hundred Thousand (\$500,000.00) Dollars any one accident each in excess of primary coverage.*

*Architects and Engineers' Professional Liability Policy with a per occurrence and aggregate limit of Two Million (\$2,000,000.00) Dollars for all claims during the policy period.*

LANIER AND ASSOCIATES CONSULTING ENGINEERS, INC.

FEE PLAN – 2007

1.5 Responsibility/Extent of Liability

- 1.5.1 Liability in connection with services performed under this Fee Plan shall be limited to the Client and to all contractors and subcontractors on the project due to Lanier and Associates' negligent acts, errors or omissions, such that the total aggregate liability of Lanier and Associates to all those named shall not exceed \$50,000.00 or our total fee for services, exclusive of all direct costs rendered on this project, whichever is less.
- 1.5.2 Lanier and Associates will not be liable for any exemplary, punitive or consequential damage of any nature.
- 1.5.3 Lanier and Associates assumes no liability of any kind for the work of outside consultants contracted for under Section 1.2.3 of this Fee Plan.

1.6 Indemnification

- 1.6.1 To the fullest extent permitted by law, Lanier and Associates shall indemnify and hold harmless owner, owner's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of contractor, engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Lanier and Associates or Lanier and Associates' officers, directors, partners, employees, and Lanier and Associates' Consultants in the performance and furnishing of Lanier and Associates' services under this Agreement.
- 1.6.2 To the fullest extent permitted by law, owner shall indemnify and hold harmless Lanier and Associates, Lanier and Associates' officers, directors, partners, employees, and Lanier and Associates' Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of contractor, engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of owner or owner's officers, directors, partners, employees, and owner's Consultants with respect to this Agreement or Project.
- 1.6.3 To the fullest extent permitted by law, Lanier and Associates' total liability to owner and anyone claiming by, through, or under owner for any cost, loss, or damages caused in part by the negligence of Lanier and Associates and in part by the negligence of owner or any other negligent entity or individual, shall not exceed the percentage share the Lanier and Associates' negligence bears to the total negligence of owner, Lanier and Associates, and all other negligent entities and individuals.

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1.6.4 *In addition to the indemnity provided under paragraph 1.6.2 of this Agreement, and to the fullest extent permitted by law, owner shall indemnify and hold harmless Lanier and Associates and its officers, directors, partners, employees, and Lanier and Associates' Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (I) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom,, and (ii) nothing in this paragraph shall obligate owner to indemnify any individual or entity from and against the consequences of that individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.*

2.0 *FIXED FEE BASIS*

2.1 *Services*

2.1.1 *(Same as 1.1.1)*

2.1.2 *Basic services mutually agreed to by Lanier and Associates and Client will be considered to be the extent of services provided under this Fixed Fee Plan.*

2.1.3 *Additional services performed by Lanier and Associates beyond the scope of the services agreed to in the Fixed Fee Plan will be reimbursed by the client according to 2.2.3.*

2.2 *Compensation*

2.2.1 *Lanier and Associates shall submit monthly invoices for basic services rendered. The invoices will be based upon Lanier and Associates' estimate of the proportion of the total services actually completed at the time of invoicing. Terms for payment are 30 days net. A finance charge of 1-1/2% per month will be applied to all unpaid invoice amounts in excess of 30 days from date of invoice.*

2.2.2 *In the event of termination by Client before completion of the basic services by Lanier and Associates, then Lanier and Associates will be paid for services rendered to that date on the basis of the current Lanier and Associates rate schedule for services already completed. In the event of any such termination, Lanier and Associates will be paid for any reasonable termination expenses caused by such termination.*

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2.2.3 *Additional services include any services provided to the Client and not included in the original agreement for fixed fee services. These services shall be reimbursed to Lanier and Associates according to the current Rate Schedule for Engineering Services, a part hereof this Fee Plan and Section 1.2.*

2.3 *General Conditions*

*(same as 1.3)*

2.4 *Insurance*

*(same as 1.4)*

2.5 *Responsibility/Extent of Liability*

*(same as 1.5)*

2.6 *Indemnification*

*(same as 1.6)*

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RATE SCHEDULE FOR ENGINEERING SERVICES

	<i>Straight Time</i>	<i>Overtime</i>
(1) <i>Principal</i>	\$144.00	\$144.00
(2) <i>Department Head, Controller</i>	\$127.00	\$127.00
(3) <i>Senior Mechanical Engineer, Senior Electrical/Instrument Engineer, Senior Environmental Engineer, Senior Civil/Structural Engineer</i>	\$122.00	\$122.00
(4) <i>Senior Design Engineer</i>	\$110.00	\$110.00
(5) <i>Project Manager, Design Engineer, Project Engineer I, Environmental Engineer</i>	\$100.00	\$100.00
(6) <i>Project Engineer II</i>	\$ 86.00	\$ 86.00
(7) <i>Junior Engineer</i>	\$ 62.00	\$ 62.00
(8) <i>Senior Designer, Industrial Hygiene Technician I</i>	\$ 88.00	\$ 105.60
(9) <i>Senior Construction Manager, Chief Draftsman, Designer, Computer Specialist</i>	\$ 87.00	\$104.40
(10) <i>CAD Draftsman, Industrial Hygiene Technician II, Project Support</i>	\$ 59.00	\$ 70.80
(11) <i>Junior Draftsman, Surveyor</i>	\$ 45.00	\$ 54.00
(12) <i>Secretary</i>	\$ 39.00	\$ 46.80

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SURVEY RATE SCHEDULE

Total charges for a survey crew, services, insurance, etc., will be as follows:

Occupation	Rates Per Hour	Overtime
2-Man Survey Party	\$155.00	\$232.50
3-Man Survey Party	\$179.00	\$268.50
4-Man Survey Party	\$215.00	\$322.50

Time worked over 8 hours per day, Saturdays, Sundays, Holidays - rates on personnel are increased by twenty percent. Travel time will be charged at the above rates, portal to portal. \$100.00 per man per day will be added to these rates for expenses of survey personnel staying away overnight from New Orleans, or as allowed by applying the high-low substantiating method as per the IRS.

Engineers & Draftsman - Per our latest rate schedule

Equipment Rental - Per Day

Marine Survey System (including boat, motors, fathometer, on-board GPS, on-board computer and all associated equipment).....	\$1,300.00
Large Boat with Twin Motors (without marine survey system) .....	\$450.00
Small Boat with Motor .....	\$210.00
Electronic Total Station (including data collector, prisms, and associated equipment) ...	\$210.00
Field Laptop Computer .....	\$210.00
Water Current Velocity Meter.....	\$160.00
Rototape.....	\$ 37.00
Metal Detector.....	\$ 26.00
Portable Radios.....	\$ 26.00
Power Saw.....	\$ 16.00
Truck.....	\$ .64/mile

Helicopter, Boats, Marsh Buggies, etc.  
(not owned by Lanier and Associates)

At Cost

Materials

Concrete Monuments  
Stakes, Iron Rods, etc.

\$ 26.00 each  
At Cost