

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 07/15/2010	2. CONTRACT NO. (If any) GS-10F-0196K	6. SHIP TO: Willie Barnes		
3. ORDER NO. DTMA1F10079	4. REQUISITION/REFERENCE NO. PR600100125	a. NAME OF CONSIGNEE DOT/Maritime Administration, Atlantic Division Operations		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429		b. STREET ADDRESS Building 19, Suite 300		
Washington DC 20590		c. CITY Norfolk	d. STATE VA	e. ZIP CODE 23505-1204

7. TO: a. NAME OF CONTRACTOR	f. SHIP VIA
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b. COMPANY NAME O'Brien & Gere Engineers, Inc.		8. TYPE OF ORDER		
c. STREET ADDRESS 5000 Brittonfield Pkwy		<input type="checkbox"/> a. PURCHASE	<input checked="" 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.	
d. CITY East Syracuse	e. STATE NY	f. ZIP CODE 13057-9226	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.	

9. ACCOUNTING AND APPROPRIATION DATA 2010 - 70 - X4303 - COR7NDR - F7 - 6MIS - 00 - 00160000 - - - - - 25404 - 6100 - 6600 -	10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-610
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS	12. F.O.B. POINT Destination
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13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/30/2010	16. DISCOUNT TERMS
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)
	SEE LINE ITEM DETAIL					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO: Tammy Curnett				
	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		\$67,000.00

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Erica L. Williams 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 07/15/2010	CONTRACT NO. GS-10F-0196K	ORDER NO. DTMA1F10079
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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>NPDES Application Support for Virginia and Texas</p> <p>All services required for NPDS Application Support for MARAD's James River Reserve Fleet and Beaumont Reserve Fleet in accordance with the attached SOW and O'brien's quoted submitted on 06/25/2010.</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>12/30/2010</td> <td>07/16/2010</td> <td>12/30/2010</td> </tr> </table> <p>Reference Requisition: PR600100125</p>	<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>	12/30/2010	07/16/2010	12/30/2010	1.00	JOB	67,000.000	67,000.00	
<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>										
12/30/2010	07/16/2010	12/30/2010										

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$67,000.00

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 NPDES APPLICATION SUPPORT SOW

**National Pollutant Discharge Elimination System (NPDES) Permit Application
For Reserve Fleet Facilities in Texas and Virginia**

1. SCOPE: The U.S. Maritime Administration (MARAD) requires environmental consulting services for developing two different and unique Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES) permits at MARAD Reserve Fleet facilities in Texas and Virginia. Obtaining these permits will require consultation with Virginia and Texas State regulatory agencies.

The permits are required for coverage for inactive vessels in the James River Reserve Fleet (JRRF) and the Beaumont Reserve Fleet (BRF) that are not otherwise covered by a Vessel General Permit (VGP), which regulates incidental discharges that occur during vessel operations.

MARAD has contacted both Texas and Virginia regulatory authorities on the subject of required permits. The BRF, in Texas, requires a permit for shore-side storm water runoff, incidental discharges, and inactive vessel and fleet craft storm water runoff. The JRRF, located on the U.S Army’s installation at Fort Eustis, Virginia, requires only a permit for inactive vessel and fleet craft storm water runoff.

MARAD is seeking to obtain one comprehensive permit each for the two facilities.

2. BACKGROUND, TASKS, AND REQUIREMENTS: Texas - The Beaumont Reserve Fleet is located in the vicinity of Beaumont, Texas in Jefferson County, in southeastern Texas, approximately 75-90 miles east of Houston, about 35 miles from the Louisiana state line. The facility and the anchorage of vessels are located on the Neches River, which discharges into the Gulf of Mexico. Facility improvements are currently underway to rebuild much of the facility that was destroyed by Hurricane Ike in 2008. Improvements are also currently being made to the shore-side facility storm water management system.

Texas regulatory agencies shall be consulted to ensure the facility meets State requirements for storm water management. A facility storm water pollution prevention plan (SWPPP) shall be developed prior to submitting the permit application to the Texas Department of Environmental Quality (“TCEQ”). The contractor shall provide a written plan for completing the permit application process, including a determination of whether or not a SWPPP is required for the inactive vessels in the anchorage. If a SWPPP is required for the vessels, it shall be part of one comprehensive SWPPP for the entire facility.

All communication with the State of Texas government/regulatory authorities shall be coordinated with and approved by MARAD. Progress reports on the preparation of the permit applications will be provided to MARAD bi-weekly, format to be developed. All documents developed under this contract are products of the U.S. government, including, but not limited to, all applications, reports, e-mails, memos, schedules, plans, etc. and shall be handled as such in compliance with federal guidelines and agency requirements. Virginia - The James River Reserve Fleet is located in Newport News, Virginia on the U.S. Army’s Transportation Center at Fort Eustis. The vessel anchorage is in the Lower James River, which discharges into the Chesapeake Bay. The JRRF is covered by their Virginia Pollutant Discharge Elimination Systems (VPDES) permit and the Fort Eustis SWPPP, and is considered by the Virginia Department of Environmental Quality’s water enforcement section as part of Fort Eustis. JRRF currently maintains a VPDES compliant shore side facility.

The contractor shall provide a written plan for completing the permit application process, including a determination of whether or not a SWPPP is required for the inactive vessels in their James River anchorage. The contractor shall develop the permit application upon determining the appropriate application process.

All communication with the Commonwealth of Virginia government/regulatory officials must be coordinated with and approved by MARAD. Progress reports on the preparation of the permit applications will be provided to MARAD bi-weekly, format to be developed. All documents developed are products of the U.S. government, including, but not limited to, all applications, reports, e-mails, memos, schedules, plans, etc and shall be handled as such in compliance with federal guidelines and agency requirements.

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General - The contractor is responsible for acquiring all services necessary to fulfill the requirements of the SOW. The contractor is also responsible for obtaining and maintaining any required registrations, permits, or licenses necessary to complete the tasks. Copies of any license, permit, approval or registration shall be provided to the government.

List of Deliverables and the applicable due dates attached are made part of this order.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR REPRESENTATIVE

The Contractor shall designate one of its personnel to act as manager and delegate to this person the complete authority to decide all technical matters connected with this contract. The Contractor shall further designate a second employee as alternate with authority to act as and upon the behalf of the manager in the event of the absence or incapacity of the designated manager. The Contractor shall advise the Contracting Officer in writing of the persons so designated.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR POLICY TO BAN TEXTING WHILE DRIVING

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1,2009, and DOT Order 3902.10, Text Messaging While Driving, December 30,2009, contractors and subcontractors are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items. (End of clause)

H.2 DUPLICATION OF EFFORT

The Contractor hereby certifies that cost for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor will include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$3,000.00. The contractor agrees to advise the Contracting Officer, in writing, of any other Government contractor or subcontract it has performed or is performing which involves work directly related to the purpose of this contract

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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
1252.223-73	Seat Belt Use Policies and Programs	April 2005

I.2 1252.237-70 QUALIFICATIONS OF EMPLOYEES

MAY 2005

a. Definitions. As used in this clause- “Sensitive Information” is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

b. Work under this contract may involve access to sensitive information which shall not be disclosed, by the contractor unless authorized in writing by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information as to an individual’s suitability to have authorization.

c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer’s request, the Contractor’s employees shall be fingerprinted, or subject to other investigations as required.

e. The Contractor shall ensure that contractor employees are:

(1) Citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and

(2) Have background investigations according to DOT Order 1630.2B, Personnel Security Management.

f. The Contractor shall immediately notify the contracting officer when an employee no longer requires access to DOT computer systems due to transfer, completion of a project retirement or termination of employment.

g. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

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<u>Deliverable</u>	<u>Due Date</u>
1 Project Strategic Plan/Project Approach Summary	10 ARO
Validation that NPDES regulations and policies were received for the State of Texas and the Commonwealth of Virginia and procedures, practices and records were reviewed for the Beaumont Reserve	
2 Fleet (BRF) and the James River Reserve Fleet (JRRF)	30 Days After Contract Start Date
3 Conduct site visits to BRF and JRRF	NLT 35 days ARO
4 Conduct sampling at site visits and analyses report	NLT 15 days after completion of site visits, respectively
5 Deliver conceptual Stormwater Pollution Prevention Plan (SWPPP)	15 days after site visit
6 Deliver conceptual Best Management Plan (BMP)	15 days after site visit
7 Deliver draft regulatory presentation for MARAD HQ meeting	15 days after site visit
Jointly with MARAD, coordinate and conduct meetings with Texas Commission on Environmental Quality (TCEQ) and the Virginia Department of Environmental Quality (DEQ)	
8 Delivery draft final stormwater permit applications for BRF and JRRF	20 days after MARAD HQ Meeting
9 Deliver applicable draft and final SWPPP	45 days after TCEQ/DEQ meetings
Deliver applicable draft and final BMPs	NLT 45 days after TCEQ/DEQ meetings

Note: #2&3 may overlap and #7&8 will run concurrently. The estimated delivery time from NTP is 5 1/2 months.