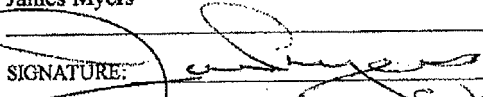
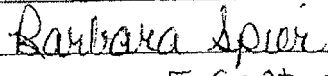
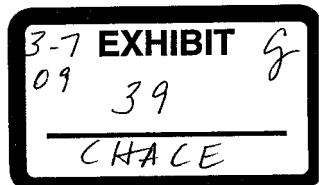


<b>SUBCONTRACT</b>		Please include the following subcontract number on all correspondence and invoices	
		SUBCONTRACT NUMBER: REFS 02-04-GG451AF- 017	
		Security Services and Security Equipment Subcontract Type: Cost Plus Fixed Fee	
Contractor: <b>The Louis Berger Group Inc</b> <b>2300 N Street, NW, Washington, DC 20007</b> <b>USA</b>		Client: <b>USAID</b>	EFFECTIVE DATE:  <b>5 September 2004</b>
Subcontractor (Name And Address):  <b>U.S. Protection and Investigation, LLC</b> <b>6401 Bingoe Road, Suite 102</b> <b>Houston, TX 77092</b>		AMOUNT OF SUBCONTRACT: (US Dollars)	
		<b>\$20,326,313.00</b>	
		WORK SHALL BE STARTED: <b>1 February 2004</b>	
		WORK SHALL BE COMPLETED: <b>31 December 2005</b>	
THIS SUBCONTRACT IS ENTERED INTO BY AND BETWEEN LOUIS BERGER GROUP INC. - (HEREINAFTER CALLED THE "CONTRACTOR"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND U.S. PROTECTION AND INVESTIGATION, LLC (HEREINAFTER CALLED THE "SUBCONTRACTOR"). THE PARTIES HEREBY AGREE AS FOLLOWS: THE SUBCONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT, AND MATERIAL, AND PERFORM ALL SERVICES SET FORTH IN THE SCOPE OF WORK.			
<b>TABLE OF CONTENTS</b>			
THE SUBCONTRACT CONTAINS THE FOLLOWING SECTIONS:			
	DESCRIPTION OF CONTENTS	DESCRIPTION OF SECTION	
1	Subcontract Agreement	Agreement	
2	Appendix I: Scope of Work and Services	Description of work to be Performed and Services to be provided; Contract budget	
3	Appendix II	Flow down clauses; performance guarantee;	
REFER ALL QUESTIONS AND CORRESPONDENCE TO:		SUBMIT ALL INVOICES TO:	
<b>LOUIS BERGER GROUP INC. (REFS)</b> <b>Street 13, Building 466, Wazir Akbar Khan</b> <b>Kabul, Afghanistan</b>		<b>Finance Department</b> <b>LOUIS BERGER GROUP INC. (REFS)</b> <b>Street 13, Building 466, Wazir Akbar Khan</b> <b>Kabul, Afghanistan</b>	
		Attention: Scott Green e-mail: <a href="mailto:sgreen@bergerafghanistan.com">sgreen@bergerafghanistan.com</a>	
IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS SUBCONTRACT AS OF THE DATE SHOWN BELOW.			
Contractor:		Subcontractor:	
James Myers		Barbara Spier	
SIGNATURE: 		SIGNATURE: 	
TITLE: <u>Program Manager</u>		TITLE: <u>President</u>	
DATE: <u>5 Sept 2004</u>		DATE: <u>5 Sept 2004</u>	



## SUBCONTRACT AGREEMENT

This Agreement made 2 September 2004 between THE LOUIS BERGER GROUP, INC., a corporation of the State of New Jersey, U.S.A., having offices at 100 Halsted Street, East Orange, New Jersey, U.S.A., hereinafter called the "CONTRACTOR", and The U.S. Protection and Investigations, LLC with offices at 6401 Bingoe Road, Suite 102, Houston, TX 77092 hereinafter called the "SUBCONTRACTOR";

WHEREAS the CONTRACTOR has entered into a Contract with the USAID Contract No. 306-C-00-02-00500-00, hereinafter called the "CLIENT", by which it has agreed to perform technical services, set forth in Appendix I, SCOPE OF WORK in accordance with contract No. REFS 02-04-GG451AF- 017, Louis Berger Project No. GG451AF and;

WHEREAS the CONTRACTOR and SUBCONTRACTOR have agreed that the SUBCONTRACTOR shall perform the work as hereinafter more particularly set forth in Appendix I, SCOPE OF WORK, Appendix II, Contract Budget, Appendix III Invoicing Instruction and Payment Provisions, and Appendix IV, CLIENT FLOW DOWN CLAUSES.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. All goods and services to be provided by the SUBCONTRACTOR hereunder shall strictly comply with all the terms and conditions and provisions of the contract between CONTRACTOR and the CLIENT, hereafter referred to as the "Client Contract", which is hereby incorporated by reference and made a part of this Agreement, except when altered by the present Subcontract Agreement. All clauses which the CONTRACTOR is required to insert in Subcontracts under the Client Contract are hereby incorporated into this Subcontract, and the SUBCONTRACTOR agrees to comply with them. For such purposes, the clauses incorporated in the Client Contract shall be considered altered for this Subcontract as is necessary for the proper identification of the contracting parties. Thus with respect to the Client Contract, the word "Contractor" shall be considered to be the "Subcontractor", and the words "Contracting Officer", or "Government" shall mean the "Contractor, Berger", except as the context otherwise requires.
2. The SUBCONTRACTOR shall be considered to be an independent contractor and shall not claim to be a Joint Venture partner, an agent, officer, or employee of CONTRACTOR and shall not have authority to make any commitment on behalf of the CONTRACTOR, except to the extent that such authority shall be expressly conferred in writing. SUBCONTRACTOR shall not have the right to use CONTRACTOR's title block on any plans or drawings whatsoever.
3. The SUBCONTRACTOR shall perform the work as set forth in and within the times established in Appendix I, SCOPE OF WORK.
4. All work shall be done in a good and workmanlike manner and in accordance with generally accepted engineering or other appropriate professional practices satisfactory to the CONTRACTOR, and subject to the inspection and acceptance of the CONTRACTOR and of the CLIENT. CONTRACTOR shall not be required to accept any work prior to acceptance by the CLIENT.
5. Neither the SUBCONTRACTOR nor any of its personnel may communicate or deal on substantial technical or contractual matters directly with the CLIENT or any of its agents or representatives regarding the project without the knowledge and approval of the CONTRACTOR. Notwithstanding this provision, all material contact, communication and dealings with the CLIENT and its agents and representatives by SUBCONTRACTOR and any of its personnel shall be solely through the CONTRACTOR, or his designated representative.
6. The CONTRACTOR shall pay or cause to be paid to the SUBCONTRACTOR for the true and faithful performance of all of

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the covenants and agreements herein contained in the manner set forth in Appendix II, PAYMENT SCHEDULE. All applications to CONTRACTOR for payment hereunder shall be made within sufficient time to allow the CONTRACTOR to make applications for payment according to the terms of the Client Contract, and all payments under this Subcontract are subject to the CONTRACTOR's receipt of the corresponding payment from the CLIENT. This provision shall relate to both the time and contingency of payment. The CONTRACTOR shall not be obligated to make payment hereunder until such corresponding payment is received by the CONTRACTOR.

7. If the Client Contract requires audits, the SUBCONTRACTOR shall provide certified annual audits of overhead(s) prepared by a Certified Public Accountant to the CONTRACTOR. Said audits shall be provided to the CONTRACTOR within thirty (30) days of the anniversary date of this Subcontract. Should an audit performed by the CLIENT or its representative result in reductions or adjustments in SUBCONTRACTOR's charges, or should part or all of a payment made to SUBCONTRACTOR be disallowed by the CLIENT, the SUBCONTRACTOR agrees to reimburse the CONTRACTOR for the amount of the difference within ten (10) days of receipt of notification by the CONTRACTOR. If the Client Contract provides for retainage, or if the SUBCONTRACTOR fails to provide certified annual audits of overhead(s) or requisite supportive (original or copies as necessary) documentation with its invoices, the CONTRACTOR may withhold payments to the SUBCONTRACTOR under this Subcontract or under the same terms and conditions as the Client Contract. If the SUBCONTRACTOR fails to provide certified annual audits of overhead(s), the CONTRACTOR shall also have the right to terminate this Subcontract.

8. The CONTRACTOR may at any time, by written order, make changes within the general scope of this Subcontract by additions, alterations, deviations, or omissions from Subcontract. If such changes cause an increase or decrease in the SUBCONTRACTOR's costs of, or time required for the performance of this Subcontract, an equitable adjustment should be made in the Payment Schedule herein.

9. The SUBCONTRACTOR may not assign, subcontract, yield or share any part of this agreement, any claims or settlements arising under this Agreement, or any part of the work described in this Agreement or the Client Contract without the prior written consent of the CONTRACTOR. Where such prior written consent is given, it shall not relieve the SUBCONTRACTOR of any of its responsibilities under this Contract. If prior written consent is given to the SUBCONTRACTOR to subcontract any part of the work described in this Agreement, the SUBCONTRACTOR shall make payment to each lower-tier subcontractor within seven (7) days of receipt of payment from the CONTRACTOR, and shall promptly provide proof of such payment if and when requested to do so by the CONTRACTOR.

The SUBCONTRACTOR shall insert the provisions of all clauses required by the Client Contract to be inserted in second-tier Subcontracts into any Subcontracts permitted hereunder.

10. The SUBCONTRACTOR shall hold harmless and indemnify the CONTRACTOR and its officers, directors, agents and employees from and against all losses, claims, causes of action, liabilities, and damages (including but not limited to costs, reasonable attorneys' fees, and amounts paid in reasonable settlement thereof) which arise or are alleged to arise as a result of the negligent acts, errors or omissions, or the willful misconduct, of the SUBCONTRACTOR, his agents, servants or employees, or which arise from the SUBCONTRACTOR's improperly performing or improperly failing to perform the work under this Subcontract Agreement.

The SUBCONTRACTOR shall hold harmless and indemnify the CONTRACTOR and its CLIENT and each of their respective directors, officers, agents, and employees against any and all claims made by SUBCONTRACTOR's employees arising from any cause whatsoever excluding claims made for intentional or willful misconduct.

In any claims against the CONTRACTOR and/or its directors, officers, agents and employees by an employee of the SUBCONTRACTOR or lower-tier subcontractor, this indemnification shall not be restricted by any limitation on the amount or type of damages, compensation, or benefits payable by or for SUBCONTRACTOR under worker's compensation acts, disability benefit acts, or other employee benefit acts.

11. The CONTRACTOR shall hold harmless and indemnify the SUBCONTRACTOR and its directors, officers, agents and employees from and against all causes of action, losses, claims, liabilities, damages (including but not limited to costs, reasonable attorneys' fees, and amounts paid in reasonable settlement thereof) which arise or are alleged to arise as a result of the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR, his agents, servants or employees.

12. Without in any way limiting SUBCONTRACTOR's liabilities under this Agreement, SUBCONTRACTOR shall procure and maintain, at its sole cost and expense, the following insurance:

- a. Workers' Compensation and Employers' Liability Insurance as prescribed by the applicable law of the place of the hire and place of performance of the services to cover all employees, and himself if a proprietor or partner.
- b. Commercial General Liability Insurance (Personal and Bodily Injury/ Property Damage), including premises/operations and products/completed operations blanket contractual liability, the limits of which shall not be less than \$1,000,000 per occurrence.
- c. Automobile Liability Insurance with aggregate limits of \$1,000,000.
- d. Professional Liability Coverage in the amount of \$1,000,000. If SUBCONTRACTOR cannot procure and maintain this level of coverage, SUBCONTRACTOR shall provide CONTRACTOR with a Bond in the amount of \$1,000,000.

The insurance carriers, coverage, limits and deductible must be satisfactory to CONTRACTOR, and SUBCONTRACTOR shall present certificates of insurance evidencing said coverage prior to its beginning performance hereunder. Such certificates of insurance shall provide that the coverage evidenced therein may not be cancelled without at least 30 days written notice in advance to the CONTRACTOR. With respect to items b. and c. above, those coverages will provide that CONTRACTOR and USAID are additional insureds.

13. The SUBCONTRACTOR shall conform with all laws, regulations, codes, and ordinances that are applicable to SUBCONTRACTOR's work to be performed under this Agreement. Unless otherwise agreed between the parties in a writing attached hereto, SUBCONTRACTOR shall procure and maintain, at its own expense, all permits and licenses, required by law, to perform services under this Agreement.

14. SUBCONTRACTOR shall maintain a safe working environment during performance of the work. SUBCONTRACTOR shall comply and shall secure compliance by its employees, agents and lower-tier subcontractor, with all applicable health and safety laws and regulations, including, but not limited to, Federal OSHA and equivalent OSHA state regulations, City and County ordinances and codes, uniform fire codes, DOT regulations, CLIENT facility rules and regulations, all laws and rules of the country and locality where the work is to be performed, and applicable guidance documents.

15. SUBCONTRACTOR represents that its services shall be performed with the skill and care, which would ordinarily be exercised by members of SUBCONTRACTOR's profession or occupation working under similar conditions at the same time and in the same locality. If the failure to meet these standards results in deficiencies in SUBCONTRACTOR's services, SUBCONTRACTOR shall correct or revise, at its own cost and expense, these services. If the failure to meet this standard results in damages incurred by CONTRACTOR or CLIENT for the repair or correction of any part of the Project, SUBCONTRACTOR shall be liable for all costs associated with such repair and/or correction except to the extent that such costs constitute an addition to the value of the Project.

16. Composition of SUBCONTRACTOR's staff shall be subject to CONTRACTOR's approval, and CONTRACTOR shall have the right to request that any of SUBCONTRACTOR's personnel working under the terms of this Agreement be replaced, and SUBCONTRACTOR shall forthwith comply with such request. SUBCONTRACTOR shall be fully responsible for its personnel and the payment of all salaries, allowances, benefits, and taxes as required under all applicable Laws.

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17. SUBCONTRACTOR agrees not to divulge to third parties, without the written consent of the CONTRACTOR, any information which relates to the technical or business activities of the CLIENT or the CONTRACTOR unless: (i) the information is known to the SUBCONTRACTOR prior to obtaining the same from the CONTRACTOR or the CLIENT; (ii) the information is, at the time of disclosure by SUBCONTRACTOR, then in the public domain; or (iii) the information is obtained by the SUBCONTRACTOR from a third party who did not receive same, directly or indirectly from the CLIENT or the CONTRACTOR and who has no obligation of secrecy with respect thereto. SUBCONTRACTOR further agrees not to disclose without the prior written consent of the CONTRACTOR, any information developed or obtained by SUBCONTRACTOR in the performance of this Agreement except to the extent that such information falls within one of the categories described in (i), (ii), or (iii) above

18. SUBCONTRACTOR warrants that it, its affiliates and employees:

- a) have not and will not engage in the bribery of foreign officials in connection with any matter; and
- b) maintain and enforce a policy that prohibits bribery of foreign officials.

**Definitions:** For purposes of this agreement:

The term *affiliates* means (a) any company that holds, directly or indirectly, a majority of the voting stock of the Company; and (b) any other company, the majority ownership of whose voting stock is held, directly or indirectly, by a company described in (a).

The term *bribery of foreign officials* has the meaning of the term "bribery of foreign public officials" in the OECD Convention on Combating Bribery of Public Officials in International Business Transactions. In addition, for companies that are subject to the Foreign Corrupt Practices Act of 1977 (FCPA), the term "bribery of foreign public officials" refers to foreign trade practices prohibited by the FCPA (see 15 U.S.C., sections 78dd-1, 78dd-2 and 78dd-3).

19. SUBCONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CONTRACTOR's interests.

During the term of this Agreement, SUBCONTRACTOR shall not accept any employment or engage in any work, which creates a conflict of interest with CONTRACTOR. Before engaging in an activity which may give rise to the perception of such conflict of interest, SUBCONTRACTOR shall disclose to CONTRACTOR its contemplated activity and obtain CONTRACTOR's approval before proceeding.

SUBCONTRACTOR or its employees shall not offer substantial gifts, entertainment, payments, loans or other considerations to CONTRACTOR's employees, their families, vendors, consultants, clients and other third parties for the purpose of influencing such persons to act contrary to CONTRACTOR's interest.

SUBCONTRACTOR shall immediately notify CONTRACTOR of all violations of this provision upon becoming aware of such violation.

20. The CLIENT may terminate the Client Contract for any reason. This includes a situation attributable to the acts or omissions of the CONTRACTOR. In such an event, the SUBCONTRACTOR shall be deemed terminated for all work herein, which remains unexecuted by SUBCONTRACTOR. SUBCONTRACTOR shall be entitled to be paid for all work done and all reimbursable expenditures justifiably incurred for the works up until the time of termination, and for the corresponding payments traceable for that work and those funds received by CONTRACTOR from the CLIENT.

21. Should circumstances occur which are beyond the reasonable control and without the fault or negligence of the SUBCONTRACTOR, such as a change in the conditions under which the services are to be performed, caused by Acts of God or

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the public enemy, fire, floods, epidemics, unusually severe weather, or an increase in the Scope of Work, the SUBCONTRACTOR shall within twenty-four hours of the commencement of any such delay, give to the CONTRACTOR written notice thereof and within five (5) calendar days of commencement of the delay, provide to the CONTRACTOR the anticipated impact of the delay on the performance of the services. Failure to give either of the above notices shall be sufficient grounds for denial of an extension of time or additional costs.

22. The CONTRACTOR shall have the option to terminate this Subcontract in the following cases:

- a) If CONTRACTOR terminates the Client Contract.
- b) If SUBCONTRACTOR has subcontracted, yielded or shared any part of the works described under the Contract without written authorization of CONTRACTOR.
- c) If SUBCONTRACTOR fails to provide or is late in providing certificates of insurance after a demand in writing for the same, or if CONTRACTOR receives notice of the cancellation of any insurance coverage required by the SUBCONTRACTOR hereunder.
- d) If there are substantial faults or delays in the execution of the work or unsatisfactory performance of the work by SUBCONTRACTOR.
- e) If SUBCONTRACTOR ceases doing business, commits an act of bankruptcy, or makes an assignment for the benefit of creditors or takes benefit of any insolvency act, or if a receiver or trustee shall be appointed for it or, more generally, in any case where the financial or technical position of SUBCONTRACTOR is modified in such a way as in CONTRACTOR's judgment impairs its financial responsibility or its ability to perform the nature or scope of the work entrusted to it hereunder.
- f) If SUBCONTRACTOR conducts itself in an unprofessional manner in the execution of the works entrusted to it, or makes any unauthorized disclosure of information relating to this Agreement or the Client Contract, or if it fails to fulfill its obligations under the Subcontract, fails to make progress, or manifests its intention not to fulfill the Contract.
- g) For the convenience of the CONTRACTOR.
- h) At the specific request of the CLIENT.

23. Termination of the Subcontract shall be effected by written notice to the SUBCONTRACTOR. In the event termination is due to action or fault of the SUBCONTRACTOR, the CONTRACTOR may hold it liable for reimbursement for expenses incurred due to the said action or fault, any damage of any kind to the works due to said action or fault, and any penalties, damages or interest which are incurred by the CONTRACTOR as a result of said action or fault. The reimbursements set forth above may be deducted from any sums due to the SUBCONTRACTOR, and SUBCONTRACTOR shall promptly pay any deficiencies. Upon termination of the Subcontract, SUBCONTRACTOR shall, with all speed, remove its personnel and/or equipment from the site when so ordered by the CONTRACTOR.

24. Any dispute or disagreement which cannot be resolved by the parties and any controversy, claim or dispute otherwise arising out of or in connection with this Agreement, or the breach thereof, or otherwise arising from the Project, shall be settled under the rules of the American Arbitration Association. Arbitration proceedings shall be held in Florham Park, New Jersey, U.S.A. or such other place as is mutually acceptable to both parties. The award in any arbitration proceeding shall be final and binding upon all parties and judgment thereon may be entered in any court of competent jurisdiction upon application of either of the parties.

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25. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the applicable laws of the United States of America. This Agreement has been entered into in New Jersey, and it shall be performable for all purposes in New Jersey. SUBCONTRACTOR acknowledges and agrees that it is subject to the in personam jurisdiction of the State and Federal Courts of New Jersey. Any action or proceeding under or in connection with this Agreement or any of the Contract documents which by the nature of its subject matter cannot be settled through arbitration pursuant to the proceeding paragraph hereof, shall be brought in any state court in Morris County, New Jersey or federal court in Essex County, New Jersey. The SUBCONTRACTOR hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory.

26. Should either party request arbitration or bring suit in court against the other party in connection with any dispute or matter pertaining to their Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief granted by the arbitrator or court.

27. The present Subcontract shall be valid from the date of its signing by the two parties. It shall remain valid until the date when all commitments and obligations under the Client Contract and its possible amendments have been fulfilled, and the accounts of the parties have been settled.

28. This Agreement represents and constitutes the entire Agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter. All negotiations, representations, warranties and agreements made between the parties are merged herein and the making, execution, and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement unless expressly provided in this Agreement. No term or provision of this Agreement may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that the parties hereto may amend this Agreement by written instrument specifically referring to, and executed in the same manner as, this Agreement.

29. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of SUBCONTRACTOR warrants that he has full authority to sign this document.

30. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail return receipt requested to the following:

CONTRACTOR: James Myers  
Project Manager  
THE LOUIS BERGER GROUP, INC.  
100 Halsted Street  
East Orange, New Jersey 07018

SUBCONTRACTOR: Barbara Spier  
President  
U.S. Protection and Investigation, LLC  
6401 Bingoe Road, Suite 102  
Houston, TX 77092

31. If any element of this Agreement is held to violate any law, then the element shall be deemed void and all remaining

provisions shall continue in force. However, CONTRACTOR and SUBCONTRACTOR shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 5 day of Sept., 2004.

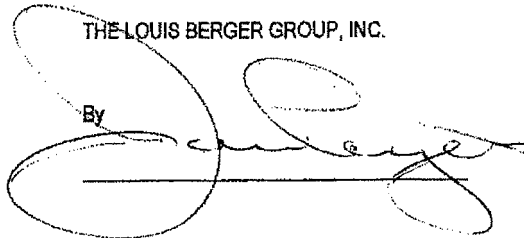
ATTEST



(CONTRACTOR)

THE LOUIS BERGER GROUP, INC.

By



Dated

5 Sept 2004

ATTEST



(SUBCONTRACTOR)

By

Barbara Spier

Dated

5 Sept 2004

APPENDIX I  
SCOPE OF WORK

SECURITY PLAN

Security for Kandahar to Herat

U.S. Protection and Investigations (USPI), as the security subcontractor for The Louis Berger Group, Inc. (LBG), tendered a budget that will fund adequate security measures for the reconstruction of the Kandahar to Herat Road during the last seven months of CY 2004 and twelve months of CY 2005. As a basis for its cost estimates, USPI has used a combination of historical data on current work in Afghanistan, employee bio-data sheets, and quotes and reconstruction information provided by LBG. Meetings with Afghanistan's Ministry of Interior were also helpful in estimating costs for security purposes.

Security for the Kandahar to Herat road reconstruction cannot be underestimated with many threats remaining after more than one year of nation building following the Taliban ouster in November 2002. Even the UN views Afghanistan as the next most high-risk nation after Iraq. Taliban incursions; factional feuds based on tribal, religious, and warlord impasses; and widespread criminality make security paramount in keeping construction on schedule.

Kandahar is of the utmost importance to the U.S. commitment to Afghanistan, but land travel in the Kandahar and Mazar-e-Sharif mirror is problematic, even dangerous after dark. This important reconstruction corridor can only develop if security is adequate and robust. Cost containment has been considered in estimating all budget items including mobilization and travel costs for long-term expatriate and local staffing, per diem for travel and armed guards, office equipment and support, technology and communications costs, and transportation costs all based on competitive bidding.

In order to provide adequate security that does not impede LBG and its subcontractor's progress, USPI has fashioned a security budget that offers the best and broadest coverage at the least cost, provides a security mission and objectives in attaining it factoring in the project scope and road risk, appropriate liaison, communications, medical, and air support.

***Security Mission & Objectives***

**MISSION**

Furnish a safe working environment for assigned onsite local and foreign personnel by providing appropriate prevention and reaction measures to deal with theft, terrorism, and any civil unrest.

**OBJECTIVES**

- Protect camps and assigned personnel
- Medical Evacuation Plans (MEDEVAC)
- Protect worksites while securing bridges and other infrastructure
- Vigilant patrolling
- Protecting equipment and nighttime parking areas
- Escorts as required
- Employee security screening/vetting for the contractor and subcontractors

***Project Scope & Road Risk***

Louis Berger (LBG) reconstruction efforts are from Km 116 to Km 560. The Goal for completion of the work is NLT December 2005. The Japanese are rehabilitating KM 0-116.

The USPI budget estimate for the K-H road is based on 7 months of reconstruction from June through December 2004 and January through December 31, 2005.

Dilaram is the center of the largest populated area along the road that passes farms, villages, and shops running northwest from Kandahar to Herat passing through Kandahar, Helmand, Farah, and Herat provinces.

Kandahar is classified as having a higher risk than Helmand, but the risk increases north from Kandahar where escorts are recommended owing to documented hijackings, phony roadblocks, and shootings. UN restrictions on expatriate personnel travel happens regularly.

#### ***Government Liaison***

Provincial Governors in the four provinces mentioned above have provided assistance for survey work on the road. In addition, the Minister of Interior is very supportive and his support is expected to continue unabated.

#### ***Project Security Measures***

This is the basis or "nuts and bolts" of the Security Plan:

1. Protection for 5 co-located crusher, batch, and campsites with 75 armed security personnel for each of the 5 camp sites located in 4 sectors.
2. Protection for equipment nighttime parking areas with armed security personnel. Estimated workdays are 12 hours. Necessary adjustments will be made.
3. Vehicle patrols and escorts as required for work and de-mining areas. Six armed vehicle escorts assigned to each construction camp for necessary travel with each vehicle carrying 4 armed-guards. A total of 25-armed escorts will be provided with the addition of an escort commander.
4. Security contractor, LB, and subcontractor coordinating screening employees and issuing ID cards.
5. Government checkpoints
  - a. Identify and mark them
  - b. Establish patrols and checkpoints for the perimeters with available military
 (See "Road Security" section below)

#### ***Field Camp Living Quarters & Offices Spaces***

The Security Contractor will be responsible for the following:

- Physical security measures for the camps and the inside guards for the camps.
- All living and office spaces shall be located inside a perimeter wall or fence at least 3 meters in height.
- All outside doors and doors to sleeping areas must be lockable.
- Facilities will have electricity by generator.
- Perimeter gates(s) must be closed and locked except for ingress and egress.
- An HF/SSB radio should be located at each camp.
- Provision for a safe area for expatriates as refuge during emergencies.
- Controlled access to the compound.
- Personnel working in the camps must be cleared by the local police.
- Perimeter lighting at all residence and office compounds.
- Security contractor personnel assigned to all camps.
- A minimum of 25 day and 50 nighttime armed security contractor personnel on duty at the outer perimeter of the compound.
- Defensive positions constructed at each camp.
- A log for recordation of all departing and returning personnel for accountability.

#### ***Security Coordinator & Support Positions - Expatriates***

The USPI security plan budget for the Kandahar to Herat (K-H) road calls for one Assistant Security Manager (ASM) and 9 Security Coordinators (SC's), all expatriates.

The five planned construction camps will be staffed with the ASM and/or 1 SC each responsible for implementing this plan with

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project management oversight. Providing and managing armed security personnel and support personnel, patrol vehicles, drivers, medical staff, communications support staff will be the SC's responsibility. In addition, the SC will perform surveys, make recommendations, liaise with US and Afghan officials on security matters, and advise project personnel, UN, NGO's, and all affected parties on the security situation. The five planned construction camps will be located within 4 designated security sectors.

The support staff identified for this project is, as with any complex endeavor, a critical component for the successful culmination of the mission. For the project to be effectively managed on a day-to-day basis it is imperative the on-site manager has qualified and competent back stop operations management, a highly experienced explosives expert to minimize personal injuries and provide UXO counsel to all project parties concerned, in depth overall administrative support, including personnel operations to satisfy both national and expatriate needs and requirements. This support staff also shall include appropriate accounting procedures and structures. These accounting elements are clearly essential. They must be in place and practiced at all times. Additionally, no project can be expected to succeed without effective and fully operational communications equipment and facilities 24X7.

Salaries and wages are based upon employee bio-data compatible with the USPI Afghan experience in recruiting qualified security coordinators and support personnel. Based upon this 7-month project (189 days) in CY 04 and twelve months (324 days) in CY 05 as well, this being one of 5 USPI security support projects in Afghanistan, salaries and wages were estimated accordingly. Consequently, salaries and wages for 16 USPI expatriate employees in support of the K-H road are apportioned for each employee's part in that project only, the breakdown is as follows:

#### **Project Medical Support**

- |                        |                                 |                                 |
|------------------------|---------------------------------|---------------------------------|
| 1. Five medical doctor | 2. Five paramedic               | 5. Helicopter evacuation access |
| 3. Five technician     | 4. Basic medication (each camp) |                                 |
- (USPI estimates a medical budget of \$200,000 for CY 04 and \$500,000 for CY 05).

#### **Road Security**

Before work crews depart camps, patrols will "sweep" the road construction areas by driving the area and inspecting any suspicious activity while linking up with equipment guards along the way for "sitreps" during their watch. When the "sweep" deems the area safe, patrols will focus on work activity without interfering with construction. Such a safe distance buffer offers more opportunity to screen and observe hostile threats as the patrols move slowly maintaining contact with static security positions. Construction personnel will be instantly advised of any threat, and security will facilitate the movement of personnel and/or vehicles in the event of medical needs. Traffic control will be exercised to avoid injury by construction vehicles. Protection will continue even during non-work hours (24X7).

There will be 4 security sectors with each sector having 4 checkpoints. Security camps will be placed approximately 22 Km's apart. Each of the 4 security sectors will all have the same personnel, equipment, and facilities as follows:

- 41 armed security personnel per each of the 4 checkpoints.
  - One senior commander assigned.
  - 4 vehicles per checkpoint/camp for patrols (total of 16) with radios.
  - Base station.
  - Living quarters.
- (Totals 165 armed men)

#### **Communications**

Codan HF radios and Thuraya phones will be at the Kandahar office, Herat office, 5 work camps, in 10 security management vehicles, and in 30 escort vehicles.

UHF systems will be in 10 security management vehicles, 60 patrol vehicles, 30 escort vehicles, 20 checkpoints/security camps, and 5 construction camps.

Communications cost estimates are a part of the Program Support Cost portion of the budget and are an estimated \$303,000 for satellite phones, mobile units, repeaters, base units, and adequate spare parts.

#### ***Expatriate Travel***

Travel away from the worksite must be reported to the USPI security group.

#### ***Exchange Of Information***

Collection and dissemination of information will entail coordination/liaison with several parties; i.e., UN, NGO's, police and military as appropriate, security professionals, and the U.S. Embassy. Each contact will require varying levels and locations, and will be vetted through the USPI Project Manager. The Security Contractor will provide daily work locations to the US military, UN Security, and the US Embassy.

#### ***Local Government Support***

The Security Contractor will work with Province Governors and Security Chiefs facilitating "sweep" operations and information on areas adjacent to work sites. Also, community development projects will be covered to enhance government image and develop social and political rapport for Louis Berger (LBG).

Weekly meetings with Provincial Security Chiefs will be held and a communication link established for real time information dissemination.

#### ***Kidnapping***

Should a kidnapping occur, immediate action will be taken to identify the parties and take appropriate action for a safe return of the victim while at the same time notifying appropriate authorities (US Embassy, UN, and GOA).

#### ***Serious Attacks***

USPI has a TF 180 liaison officer assigned to it for assistance in such matters. Should any sign of a serious attack or even such information occur, notification will be made forthwith to TF 180, all camps, local government security, and the LB office. Any workers threatened would be moved with escorts to a protected camp or area with the armed security force taking up defensive positions. US military and local government support will be requested as well.

#### ***Emergency Evacuation***

This security enhancement will facilitate "medevacs" should local medical care be insufficient by the camp medical unit. LB or US military aircraft will accomplish each "medevac".

#### ***Fixed Fee***

USPI believes a Program Support Fee or fixed fee of 5% is in accordance with the high quality security performance requirements of this project and the degree of risk associated with the multiplicity of services to be provided.

### **Security for Provincial Roads**

U.S. Protection and Investigations (USPI), as the security subcontractor for The Louis Berger Group, Inc. (LBG), submitted a budget that will fund adequate security measures for the reconstruction of a provincial, secondary, road between Kabul and Gardez from March 1, 2004 through December 31, 2004 (10 months.) As a basis for its cost estimates, USPI has used a combination of historical data on current work in Afghanistan, employee bio-data sheets, and quotes and reconstruction information provided by LBG. Meetings with Afghanistan's Ministry of Interior were also helpful in estimating costs for security

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purposes.

Security for the Kabul-Gardez road reconstruction cannot be underestimated with many threats remaining after more than one year of nation building following the Taliban ouster in November 2002. Even the UN views Afghanistan as the next most high-risk nation after Iraq. Taliban incursions; factional feuds based on tribal, religious, and warlord impasses; and widespread criminality make security paramount in keeping construction on schedule.

As with all road construction in Afghanistan, Kabul-Gardez is of the utmost importance to the U.S. commitment to Afghanistan, but land travel along all provincial roads is problematic, even dangerous after dark. This important reconstruction corridor can only develop if security is adequate and robust. Cost containment has been considered in estimating all budget items including mobilization and travel costs for long-term expatriate and local staffing, per diem for travel and armed guards, offices, technology, communications costs, and transportation costs are all based on competitive bidding.

In order to provide adequate security that does not impede LBG and its subcontractor's progress, USPI has fashioned a security budget that offers the best and broadest coverage at the least cost, provides a security mission and objectives in attaining it, factoring in the project scope and road risk, appropriate liaison, communications, medical, and air support.

#### ***Project Scope & Road Risk***

The K-G highway is 125 kilometers. The USPI budget estimate for the K-G road is based on ten months of reconstruction from March 1 through December 31, 2004 and is estimated at \$3,240,138.

#### ***Security Coordinator & Support Positions - Expatriates***

The USPI security plan for the Kabul to Gardez road calls for two full time Security Coordinators and 7 part time expatriate USPI professionals.

One camp will be established and the SC's will be responsible for implementing this plan with project management oversight. Providing and managing armed security personnel and support personnel, patrol vehicles, drivers, medical staff, communications support staff will be the SC's responsibility. In addition, the SC will perform surveys, make recommendations, liaise with US and Afghan officials on security matters, and advise project personnel, UN, NGO's, and all affected parties on the security situation.

The support staff identified for this project is, as with any complex endeavor, a critical component for the successful culmination of the mission. For the project to be effectively managed on a day-to-day basis it is imperative the on-site manager has qualified and competent back stop operations management, a highly experienced explosives expert to minimize personal injuries and provide UXO counsel to all project parties concerned, in depth overall administrative support, including personnel operations to satisfy both national and expatriate needs and requirements. This support staff also shall include appropriate accounting procedures and structures. These accounting elements are clearly essential. They must be in place and practiced at all times. Additionally, no project can be expected to succeed without effective and fully operational communications equipment and facilities 24X7.

Salaries and wages are based upon employee bio-data compatible with the USPI Afghan experience in recruiting qualified security coordinators and support personnel. Based upon this 10-month project (260 days) in CY 04 and being one of 6 USPI security support projects in Afghanistan, salaries and wages were estimated accordingly. Consequently, salaries and wages for 9 USPI expatriate employees in support of the K-G road are apportioned for each employee's part in that project only.

#### ***VEHICLE LEASES***

All vehicles for this project are being leased for the express purpose of overall efficiency as well as liability considerations. By leasing as opposed to purchasing, the project shall enjoy the use of all vehicles at all times, i.e., no down time whatsoever. The reason being is that when a leased vehicle breaks down and needs repair, the leasing company replaces it immediately. Additionally, the cost of repairs on these vehicles that are being used in one of the harshest operational environments in the world can be nothing short of astronomical. Couple this with questionable driver's qualifications and you have an almost daily disaster waiting to transpire.

Approval to lease vehicles is required from January 2004 through April 2005.

**Road Security**

Before work crews depart camp, patrols will "sweep" the road construction areas by driving the area and inspecting any suspicious activity while linking up with equipment guards along the way for "sitreps" during their watch. When the "sweep" deems the area safe, patrols will focus on work activity without interfering with construction. Such a safe distance buffer offers more opportunity to screen and observe hostile threats as the patrols move slowly maintaining contact with static security positions. Construction personnel will be instantly advised of any threat, and security will facilitate the movement of personnel and/or vehicles in the event of medical needs. Traffic control will be exercised to avoid injury by construction vehicles. Protection will continue even during non-work hours (24X7).

There will be 1 security camp with 5 checkpoints.

**Communications**

Codan HF radios, Thuraya phones UHF radios will be managed by the two Security Coordinators as well as being installed in 53 security management vehicles.

Communications cost estimates are a part of the Program Support Cost portion of the budget and are an estimated at \$94,170 for satellite phones, base units, HF/UHF, and adequate spare parts.

**Expatriate Travel**

Travel away from the worksite must be reported to the USPI security group.

**Security for Power Projects**

U.S. Protection and Investigations (USPI), as the security subcontractor for The Louis Berger Group, Inc. (LBG), tendered a budget that will fund adequate security measures for the construction and repair of power grids as well as the repair of one major dam from March 1, 2004 through December 31 2005 (22 months.) As a basis for its cost estimates, USPI has used a combination of historical data on current work in Afghanistan, employee bio-data sheets, and quotes and reconstruction information provided by LBG. Meetings with Afghanistan's Ministry of Interior were also helpful in estimating costs for security purposes.

Security for the rehabilitation for these critical public utilities projects cannot be underestimated with many threats remaining after more than one year of nation building following the Taliban ouster in November 2002. Even the UN views Afghanistan as the next most high-risk nation after Iraq. Taliban incursions; factional feuds based on tribal, religious, and warlord impasses; and widespread criminality make security paramount in keeping construction on schedule.

Rehabilitating the Afghan power grid, including dams and other associated projects, is of the utmost importance to the U.S. commitment to Afghanistan, but land travel to these sites is problematic, even dangerous after dark. This important reconstruction endeavor can only develop if security is adequate and robust. Cost containment has been considered in estimating all budget items including mobilization and travel costs for long-term expatriate and local staffing, per diem for travel and armed guards, offices, technology, communications costs, and transportation costs are all based on competitive bidding.

In order to provide adequate security that does not impede LBG and its subcontractor's progress, USPI has fashioned a security budget that offers the best and broadest coverage at the least cost, provides a security mission and objectives in attaining it, factoring in the project scope and road risk, appropriate liaison, communications, medical, and air support.

**Project Scope & Road Risk**

The USPI budget estimate for the Power & Dams projects is based on 22 months of reconstruction from March 1, 2004 through December 31<sup>st</sup> 2005. Access to these relatively remote areas is and shall remain exceptionally dangerous and will require an

inordinate amount of armed escorts to ensure the safety of engineering staff, equipment operators and other expatriate contract employees. An important and particularly critical facet of this project is the Kajakai Dam.

#### ***Security Coordinator & Support Positions - Expatriates***

The USPI security plan budget for the Power & Dams (P&D) calls for one full time Security Coordinator and 7 part time USPI expatriate professionals supporting 5 other major projects. The 2006 work to complete this task has been estimated for this submission at \$300,000.

The camp will be staffed with one Security Coordinator and five other support personnel in addition to the MOI armed security guards. The SC will be responsible for implementing this plan with project management oversight. Providing and managing armed security personnel and support personnel, patrol vehicles, drivers, medical staff, communications support staff will be the SC's responsibility. In addition, the SC will perform surveys, make recommendations, liaise with US and Afghan officials on security matters, and advise project personnel, UN, NGO's, and all affected parties on the security situation. The five planned construction camps will be located within 4 designated security sectors.

The support staff identified for this project is, as with any complex endeavor, a critical component for the successful culmination of the mission. For the project to be effectively managed on a day-to-day basis it is imperative the on-site manager has qualified and competent back stop operations management, a highly experienced explosives expert to minimize personal injuries and provide UXO counsel to all project parties concerned, in depth overall administrative support, including personnel operations to satisfy both national and expatriate needs and requirements. This support staff also shall include appropriate accounting procedures and structures. These accounting elements are clearly essential. They must be in place and practiced at all times. Additionally, no project can be expected to succeed without effective and fully operational communications equipment and facilities 24X7.

Salaries and wages are based upon employee bio-data compatible with the USPI Afghan experience in recruiting qualified security coordinators and support personnel. Based upon this 22-month project (546 days) in CY 04 & CY 05 with this being only one of 6 USPI security support projects in Afghanistan, salaries and wages were estimated accordingly. Consequently, salaries and wages for 8 USPI expatriate employees in support of this P&D project are apportioned for each employee's part in that project only.

#### ***VEHICLE LEASES***

All vehicles for this project are being leased for the express purpose of overall efficiency as well as liability considerations. By leasing as opposed to purchasing, the project shall enjoy the use of all vehicles at all times, i.e., no down time whatsoever. The reason being is that when a leased vehicle breaks down and needs repair, the leasing company replaces it immediately. Additionally, the cost of repairs on these vehicles that are being used in one of the harshest operational environments in the world can be nothing short of astronomical. Couple this with questionable driver's qualifications and you have an almost daily disaster waiting to transpire.

Approval to lease vehicles is required from October 2003 through December 2005.

#### ***Communications***

Codan HF radios, the SC as required will manage cell phone and the Thuraya phone

Communications cost estimates are a part of the Program Support Cost portion of the budget and are an estimated \$81,695 for satellite phones, base units, and adequate spare parts.

#### ***Security for Schools and Clinics***

U.S. Protection and Investigations (USPI), as the security subcontractor for The Louis Berger Group, Inc. (LBG), tendered a budget that will fund adequate security measures for the rehabilitation and construction of several schools and clinics countrywide from February 1, 2004 through November 31 2004 (10 months.) As a basis for its cost estimates, USPI has used a combination of historical data on current work in Afghanistan, employee bio-data sheets, and quotes and reconstruction information provided by LBG. Meetings with Afghanistan's Ministry of Interior were also helpful in estimating costs for security purposes.

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Security for the rehabilitation for these critical facilities cannot be underestimated with many threats remaining after more than one year of nation building following the Taliban ouster in November 2002. Even the UN views Afghanistan as the next most high-risk nation after Iraq. Taliban incursions; factional feuds based on tribal, religious, and warlord impasses; and widespread criminality make security paramount in keeping construction on schedule.

The rehabilitation and construction of these important structures are of the utmost importance to the U.S. commitment to Afghanistan, but land travel to these sites, some of them very remote, is problematic, even dangerous after dark. This important reconstruction endeavor can only develop if security is adequate and robust. Cost containment has been considered in estimating all budget items including mobilization and travel costs for long-term expatriate and local staffing, per diem for travel and armed guards, offices, technology, communications costs, and transportation costs are all based on competitive bidding.

In order to provide adequate security that does not impede LBG and its subcontractor's progress, USPI has fashioned a security budget that offers the best and broadest coverage at the least cost, provides a security mission and objectives in attaining it, factoring in the project scope and road risk, appropriate liaison, communications, medical, and air support.

#### ***Project Scope & Road Risk***

The USPI budget estimate for the Schools & Clinics rehabilitation and construction projects are based on 9 months of work from January 1, 2004 through September 30th 2004. Access to these relatively remote areas is and shall remain exceptionally dangerous and will require an inordinate careful monitoring by the armed escorts to ensure the safety of engineering staff, equipment operators and other expatriate contract employees.

#### ***Security Coordinator & Support Positions - Expatriates***

The USPI security plan budget for the Schools & Clinics (S&C) calls for one full time Security Coordinator and 7 part time USPI expatriate professionals supporting 5 other major projects.

The project will be managed with one Security Coordinator and seven other support personnel in addition to the MOI armed security guards. The SC will be responsible for implementing this plan with project management oversight. Providing and managing armed security personnel and support personnel, patrol vehicles, drivers, medical staff, communications support staff will be the SC's responsibility. In addition, the SC will perform surveys, make recommendations, liaise with US and Afghan officials on security matters, and advise project personnel, UN, NGO's, and all affected parties on the security situation.

The support staff identified for this project is, as with any complex endeavor, a critical component for the successful culmination of the mission. For the project to be effectively managed on a day-to-day basis it is imperative the on-site manager has qualified and competent back stop operations management, a highly experienced explosives expert to minimize personal injuries and provide UXO counsel to all project parties concerned, in depth overall administrative support, including personnel operations to satisfy both national and expatriate needs and requirements. This support staff also shall include appropriate accounting procedures and structures. These accounting elements are clearly essential. They must be in place and practiced at all times. Additionally, no project can be expected to succeed without effective and fully operational communications equipment and facilities 24X7.

Salaries and wages are based upon employee bio-data compatible with the USPI Afghan experience in recruiting qualified security coordinators and support personnel. Based upon this 10-month project (260 days) in CY 04 and this being only one of 6 USPI security support projects in Afghanistan, salaries and wages were estimated accordingly.

#### ***VEHICLE LEASES***

All vehicles for this project are being leased for the express purpose of overall efficiency as well as liability considerations. By leasing as opposed to purchasing, the project shall enjoy the use of all vehicles at all times, i.e., no down time whatsoever. The reason being is that when a leased vehicle breaks down and needs repair, the leasing company replaces it immediately. Additionally, the cost of repairs on these vehicles that are being used in one of the harshest operational environments in the world can be nothing short of astronomical. Couple this with questionable driver's qualifications and you have an almost daily disaster waiting to transpire.

Approval to lease vehicles is required from June 2003 through September 2004.

**Communications**

Codan HF radios, the SC as needed will manage cell phone and the Thuraya phone

Communications cost estimates are a part of the Program Support Cost portion of the budget and are an estimated \$39,140 for satellite phones, service, Codans and adequate spare parts.

**Expatriate Travel**

Travel away from the worksite must be reported to the USPI security group.

**Security for the ADB project at Spinboldak**

U.S. Protection and Investigations (USPI), as the security subcontractor for The Louis Berger Group, Inc. (LBG), tendered a budget that will fund adequate security measures for the reconstruction of the Kandahar-Spin Boldak highway from November 2003 through February 2004. As a basis for its cost estimates, USPI has used a combination of historical data on current work in Afghanistan, employee bio-data sheets, and quotes and reconstruction information provided by LBG. Meetings with Afghanistan's Ministry of Interior were also helpful in estimating costs for security purposes.

Security for the Kandahar-Spin Boldak highway reconstruction cannot be underestimated with many threats remaining after 23 months of Afghan nation building following the Taliban ouster in November 2002. Even the UN views Afghanistan as the next most high-risk nation after Iraq. Taliban incursions; factional feuds based on tribal, religious, and warlord impasses; and widespread criminality make security paramount in keeping construction on schedule.

Kandahar is of the utmost importance to the U.S. commitment to Afghanistan, but land travel along the Kandahar-Spin Boldak highway is problematic, even dangerous after dark. This important reconstruction corridor can only develop if security is adequate and robust. Cost containment has been considered in estimating all budget items including mobilization and travel costs for long-term expatriate and local staffing, per diem for travel and armed guards, offices, technology, communications costs, and transportation costs are all based on competitive bidding.

In order to provide adequate security that does not impede the contractor's progress, USPI has fashioned a security budget that offers the best and broadest coverage at the least cost, provides a security mission and objectives in attaining it, factoring in the project scope and road risk, appropriate liaison and communications.

**Project Scope & Road Risk**

The contractor BSC-C & C JV started construction in November of 2003 as the result of a contract award by the Asia Development Bank (ADB). The ADB negotiated and approved a contract with USPI to provide security for the 103 kilometers of the Kandahar-Spin Boldak Road reconstruction project. The initial security project was with the ADB but do to funding considerations Mr. Bob Wilson directed USPI to included the project under USPI's existing sub contract with the Louis Berger Group until February of 2004. This USPI budget for the Kandahar-spin Boldak road is based on 3 1/4 months of security services from November 15, 2003 through February 2004.

**Security Coordinator & Support Positions - Expatriates**

The USPI security budget for the Kandahar-Spin Boldak road calls for one Security Coordinators.

The security project was staffed with one Security Coordinators, responsible for implementing this plan with project management oversight. Providing and managing armed security personnel and support personnel, patrol vehicles, drivers, communications

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support staff will be the SC's responsibility. In addition, the SC will perform surveys, make recommendations, liaise with US and Afghan officials on security matters, and advise project personnel, UN, NGO's, and all affected parties on the security situation.

The support staff identified for this project is, as with any complex endeavor, a critical component for the successful culmination of the mission. For the project to be effectively managed on a day-to-day basis it is imperative the on-site manager has qualified and competent back stop operations management, a highly experienced explosives expert to minimize personal injuries and provide UXO counsel to all project parties concerned, in depth overall administrative support, including personnel operations to satisfy both national and expatriate needs and requirements. This support staff also shall include appropriate accounting procedures and structures. These accounting elements are clearly essential. They must be in place and practiced at all times. Additionally, no project can be expected to succeed without effective and fully operational communications equipment and facilities 24X7.

Salaries and wages are based upon employee bio-data compatible with the USPI Afghan experience in recruiting qualified security coordinator and support personnel. Based upon this 3 1/2 month project salaries and wages were estimated accordingly.

#### VEHICLE LEASES

All vehicles for this project were leased for the express purpose of overall efficiency as well as liability considerations. By leasing as opposed to purchasing, the project shall enjoy the use of all vehicles at all times, i.e., no down time whatsoever. The reason being is that when a leased vehicle breaks down and needs repair, the leasing company replaces it immediately. Additionally, the cost of repairs on these vehicles that are being used in one of the harshest operational environments in the world can be nothing short of astronomical. Couple this with questionable driver's qualifications and you have an almost daily disaster waiting to transpire.

Approval to lease vehicles is required from November 2003 through February 2004.

#### Security Equipment Purchases

The worsening of the security situation in the country requires the hardening of project equipment. To this effect, hard shell vehicles, armored vests for our personnel and a hardened pilot seat have been ordered and being transported to Afghanistan.

#### Security for Water and Wastewater

Security support for this activity has not been estimated under this submission, however we anticipate it would be covered under the contingency.

#### INCLUSION OF UNITED NATIONS DEMINERS

This security plan has been designed to include security support for United Nations deminers. De-mining of the work sites, campsites and facility site is very important. Due to recent incidents, the UN has restricted the travel and work of the demining teams. It has been agreed that when the subject security operation is up and running, the de-mining teams will go back to work. Armored mobile patrol units will be assigned to each de-mining team, and will escort them to and from their work site.

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**CONTRACT BUDGET**

CONTRACTOR shall reimburse the SUBCONTRACTOR upon receipt of payment from the CLIENT, under the following schedule, provided such costs have been paid by SUBCONTRACTOR for the performance of the work hereunder, and subject to all the terms and conditions of the within Subcontract Agreement as relevant:

**SECURITY****Contractor****Amount**

Total Cost Plus Fixed Fee not to exceed \$20,326,313

**SUMMARY**

1. Security for Kandahar to Herat Cost Plus Fixed Fee not to exceed \$13,032,305

Total Cost \$ 12,411,719

Total Fixed Fee \$ 620,586

2. Security for Provincial Roads Cost Plus Fixed Fee not to exceed \$ 3,240,138

Total Cost \$ 3,085,845

Total Fixed Fee \$ 154,292

3. Security for Power Projects Cost Plus Fixed Fee not to exceed \$ 2,653,796

Total Cost \$ 2,521,106

Total Fixed Fee \$ 132,689

4. Security for Schools and Clinics Cost Plus Fixed Fee not to exceed \$ 1,040,392

Total Cost \$ 990,849

Total Fixed Fee \$ 49,542

5. Security for ADB project at Spinboldak Cost Plus Fixed Fee not to exceed \$ 359,682

Total Cost \$ 342,555

Total Fixed Fee \$ 17,127

Attachments: Program Budget Tables

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<b>U.S. Protection and Investigations, LLC</b> <b>11500 Northwest Freeway, Suite 612</b> <b>Houston, TX 77092</b>  <b>K-H Highway</b>				
<b>SECURITY BUDGET SUMMARY</b>				
	<b>2003</b>	<b>June - Dec 2004</b>	<b>Jan - Dec 2005</b>	<b>TOTAL</b>
<b>PROGRAM SUPPORT</b>				
<b>A. Salaries and Wages</b>				
1. LTIA -Expatriate	0	686,129	1,328,988	2,015,117
2. CCN Drivers and Radio Operators	0	57,600	132,000	189,600
4. CCN Administration Staff	0	85,000	156,000	241,000
<b>Total Salaries and Wages</b>	<b>0</b>	<b>828,729</b>	<b>1,616,988</b>	<b>2,445,717</b>
<b>B. Social Benefits</b>				
1. FICA & Medicare	0	52,489	101,868	154,356
2. Health Insurance	0	137,226	265,798	403,023
3. MEDEX	0	1,932	3,165	5,096
<b>Total Social Benefits</b>	<b>0</b>	<b>191,646</b>	<b>370,830</b>	<b>562,276</b>
<b>C. Travel, Transportation and Per Diem</b>				
1. International Travel	0	53,760	109,440	163,200
2. Subsistence Allowance	0	826,000	2,160,000	2,986,000
3. Local Travel	0	15,000	15,000	30,000
4. Miscellaneous Travel Expenses	0	4,250	8,500	12,750
<b>Total Travel, Transportation and Per Diem</b>	<b>0</b>	<b>901,010</b>	<b>2,292,940</b>	<b>3,193,950</b>
<b>D. Allowance</b>				
1. Post Differential Allowance	0	171,532	332,247	503,779
2. Household Effects	0	6,000	12,000	18,000
3. Danger Pay	0	171,532	332,247	503,779
4. Separate Maintenance Allowance	0	30,800	75,600	106,400
<b>Total Allowance</b>	<b>0</b>	<b>379,864</b>	<b>752,094</b>	<b>1,131,958</b>
<b>E. Other Direct Costs</b>				
1. DBA Insurance	0	9,860	19,137	29,997
2. Other Travel Expenses	0	7,200	-	7,200
3. Program Support Costs	0	1,893,100	2,206,500	4,099,600
4. General Liability Insurance	0	120,000	120,000	240,000
<b>Total Other Direct Costs</b>	<b>0</b>	<b>2,030,160</b>	<b>2,347,637</b>	<b>4,377,797</b>
<b>Subtotal Program Support</b>	<b>-</b>	<b>4,331,429</b>	<b>7,388,290</b>	<b>11,719,719</b>
<b>2. SUBCONTRACT</b>				
Medical	0	200,000	500,000	700,000
<b>Subtotal Subcontract</b>	<b>-</b>	<b>200,000</b>	<b>500,000</b>	<b>700,000</b>
<b>SUBTOTAL PROGRAM SUPPORT</b>	<b>-</b>	<b>4,531,429</b>	<b>7,888,290</b>	<b>12,419,719</b>
<b>Fixed Fee 5.0%</b>	<b>-</b>	<b>226,571</b>	<b>394,014</b>	<b>620,585</b>
<b>TOTAL PROGRAM SUPPORT</b>	<b>-</b>	<b>4,758,001</b>	<b>8,274,304</b>	<b>13,032,305</b>

U.S. Protection and Investigations, LLC 11500 Northwest Freeway, Suite 112 Houston, TX 77042								
	CY 2004			CY 2005			Total	
	Period Jun 1, 2004 - Dec 31, 2004			Period Jan 1, 2005 - Dec 31, 2005				
A. Salaries and Wages	Rate	Units	Cost	Rate	Units	Cost	Units	Cost
Name								
<b>1. Long-Term Technical Assistance</b>								
EXPATRIATE (daily rate)								
Project Manager (D. Spier - 5 projects)	515.38	49	25,253.62	515.38	61	31,438.18	110	56,691.80
Deputy Project Manager (TBD-5 projects)	450.00	49	22,050.00	450.00	61	27,450.00	110	49,500.00
Admin. Manager (B. Spier-5 projects)	400.00	49	19,600.00	400.00	61	24,400.00	110	44,000.00
Finance Manager (C. Vopal-5 projects)	400.00	49	19,600.00	400.00	61	24,400.00	110	44,000.00
Facilities Coordinator (T. Brett-5 projects)	300.00	49	14,700.00	300.00	61	18,300.00	110	33,000.00
Export Secretary (TBD-5 projects)	200.00	49	9,800.00	200.00	61	12,200.00	110	22,000.00
Communications Manager (M. Dunne-5 projects)	400.00	49	19,600.00	400.00	61	24,400.00	110	44,000.00
K-H Road Security Manager	425.00	189	80,325.00	400.00	324	129,600.00	513	209,925.00
Security Coordinator (Camp 1)	400.00	189	75,600.00	400.00	324	129,600.00	513	205,200.00
Security Coordinator (Camp 1)	400.00	189	75,600.00	400.00	324	129,600.00	513	205,200.00
Security Coordinator (Camp 2)	400.00	189	75,600.00	400.00	324	129,600.00	513	205,200.00
Security Coordinator (Camp 2)	400.00	189	75,600.00	400.00	324	129,600.00	513	205,200.00
Security Coordinator (Camp 3)	400.00	108	43,200.00	400.00	324	129,600.00	432	172,800.00
Security Coordinator (Camp 3)	400.00	108	43,200.00	400.00	324	129,600.00	432	172,800.00
Security Coordinator (Camp 4)	400.00	108	43,200.00	400.00	324	129,600.00	432	172,800.00
Security Coordinator (Camp 4)	400.00	108	43,200.00	400.00	324	129,600.00	432	172,800.00
<b>Total Long-Term Technical Assistance</b>		1,720	606,128.62		3,343	1,328,106.18	5,063	2,915,116.80
<b>2. CCN Personnel (monthly rate)</b>								
Drivers (11)	400.00	60	24,000.00	400.00	132	52,800.00	192	76,800.00
Radio Operators (18)	300.00	80	24,000.00	300.00	216	64,800.00	296	88,800.00
Guest House Security Guards (6)	200.00	48	9,600.00	200.00	72	14,400.00	120	24,000.00
<b>Total CCN Personnel</b>			57,600.00			132,000.00		189,600.00
<b>3. CCN Administration Staff (monthly rate)</b>								
Assistants/Translators (12)	1,000.00	78	78,000.00	1,000.00	144	144,000.00	216	222,000.00
Local Accountant (1)	1,000.00	7	7,000.00	1,000.00	12	12,000.00	18	19,000.00
<b>Total CCN Admin Staff</b>			85,000.00			156,000.00		241,000.00
<b>Total CCN Personnel</b>		273	142,600.00		576	288,000.00	842	430,600.00
<b>TOTAL SALARIES AND WAGES</b>			628,728.62			1,916,906.18		2,445,716.80

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<b>U.S. Protection and Investigations, LLC</b> <b>11500 Northwest Freeway, Suite #12</b> <b>Houston, TX 77062</b>								
CY 2004				CY 2005			Total	
Period: Jan 1, 2004 - Dec 31, 2004				Period: Jan 1, 2005 - Dec 31, 2005				
B. Social Benefits	Rate	Units	Cost	Rate	Units	Cost	Units	Cost
<b>1. FICA &amp; Medicare</b>								
LTIA - EXPATRIATE	7.65%	686,128.62	52,488.84	7.65%	1,328,988.18	101,667.60		154,156.44
<b>Total FICA</b>			<b>52,488.84</b>			<b>101,667.60</b>		<b>154,156.44</b>
<b>2. Health Insurance</b>								
LTIA - EXPATRIATE	20.00%	686,128.62	137,225.72	20.00%	1,328,988.18	265,797.64		403,023.36
<b>Total Health Insurance</b>			<b>137,225.72</b>			<b>265,797.64</b>		<b>403,023.36</b>
<b>3. MEDEX</b>								
LTIA - EXPATRIATE	\$20.55	84	1,726.20	\$20.55	144	2,959.20		4,685.40
STIA - EXPATRIATE	\$20.55	10	205.50	\$20.55	10	205.50		411.00
<b>Total MEDEX</b>			<b>1,931.70</b>			<b>3,164.70</b>		<b>5,096.40</b>
<b>TOTAL Social Benefits</b>			<b>191,646.26</b>			<b>370,529.93</b>		<b>562,276.20</b>

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U.S. Protection and Investigations, LLC 11500 Northwest Freeway, Suite 412 Houston, TX 77062								
	CY 2004			CY 2005			Total	
	Period Jan 1, 2004 - Dec 31, 2004	Rate	Units	Cost	Period Jan 1, 2005 - Dec 31, 2005	Rate	Units	Cost
<b>C. Travel, Transportation and Per Diem</b>								
<b>1. International Travel</b>								
<b>a. Long-Term Technical Assistance - EXPATRIATE</b>								
Project Manager (Del Spler-five projects)								
R/TUS-Afghanistan	960.00	0	-		960.00	1	1	960.00
R/R-Afghanistan-US	960.00	1	960.00		960.00	1	2	1,920.00
Deputy Project Manager (TBD-five projects)								
R/TUS-Afghanistan	960.00	0	-		960.00	1	1	960.00
R/R-Afghanistan-US	960.00	1	960.00		960.00	1	2	1,920.00
Administrative Manager (B.Spler-five projects)								
R/TUS-Afghanistan	960.00	0	-		960.00	1	1	960.00
R/R-Afghanistan-US	960.00	1	960.00		960.00	1	2	1,920.00
Finance Manager (C. Vopel-five projects)								
R/TUS-Afghanistan	960.00	0	-		960.00	1	1	960.00
R/R-Afghanistan-US	960.00	1	960.00		960.00	1	2	1,920.00
Facilities Coordinator (T. Brett-five projects)								
R/TUS-Afghanistan	960.00	0	-		960.00	1	1	960.00
R/R-Afghanistan-US	960.00	1	960.00		960.00	1	2	1,920.00
Export Security (TBD-five projects)								
R/TUS-Afghanistan	960.00	0	-		960.00	1	1	960.00
R/R-Afghanistan-US	960.00	1	960.00		960.00	1	2	1,920.00
Communications Manager (M. Dunne-five projects)								
R/TUS-Afghanistan	960.00	0	-		960.00	1	1	960.00
R/R-Afghanistan-US	960.00	1	960.00		960.00	1	2	1,920.00
K-H Road Security Manager								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Floating Security Coordinator								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Security Coordinator (Camp 1)								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Security Coordinator (Camp 1)								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Security Coordinator (Camp 2)								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Security Coordinator (Camp 2)								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Security Coordinator (Camp 3)								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Security Coordinator (Camp 3)								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Security Coordinator (Camp 4)								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
Security Coordinator (Camp 4)								
R/TUS-Afghanistan	4,800.00	0	-		4,800.00	1	1	4,800.00
R/R-Afghanistan-US	4,800.00	1	4,800.00		4,800.00	1	2	9,600.00
<b>Total International Travel</b>		17	\$3,768.00		34	195,440.00	51	167,200.00
<b>2. Subsistence Allowances/Per Diem</b>								
COFs (approx. 1200 security personnel support)	5.00	165,600	828,000.00		5.00	432,000	2,160,000.00	2,988,000.00
<b>Total Per Diem</b>			828,000.00			2,160,000.00		2,988,000.00
<b>3. Local Travel</b>								
Home Office Staff Visits (total per year)	15,000	1	15,000		15,000	1	15,000	30,000.00
<b>Total Local Travel</b>			15,000.00			15,000.00		30,000.00
<b>4. Miscellaneous Travel Expenses (includes taxi/airport, taxes, visas, passports, etc.)</b>								
LITA	250.00	17	4,250.00		250.00	34	8,500.00	12,750.00
<b>Total Miscellaneous Travel Expenses</b>			4,250.00			8,500.00		12,750.00
<b>TOTAL TRAVEL, TRANSPORTATION AND PER DIEM</b>			841,250.00			2,292,540.00		3,193,040.00

U.S. Protection and Investigations, LLC 11500 Northwest Freeway, Suite 612 Houston, TX 77062								
	CY 2004			CY 2005			Total	
I. Allowance	Period Jun 1, 2004 - Dec 31, 2004			Period Jan 1, 2005 - Dec 31, 2005				
	Rate	Units	Cost	Rate	Units	Cost	Units	Cost
<b>1. Post Differential Allowance</b>								
LTTA - EXPATS	25%	\$686,126.62	171,532.16	25%	\$1,326,968.18	332,247.05		503,779.20
<b>Total Differential Allowance</b>			<b>171,532.16</b>			<b>332,247.05</b>		<b>503,779.20</b>
<b>2. Household Effects</b>								
LTTA - EXPATS								
- Excess Baggage	250.00	8	2,000.00	250.00	16	4,000.00		6,000.00
- Air Freight	500.00	8	4,000.00	500.00	16	8,000.00		12,000.00
<b>Total Household Effect</b>			<b>6,000.00</b>			<b>12,000.00</b>		<b>18,000.00</b>
<b>3. Danger Pay</b>								
LTTA - EXPATS	25%	\$686,126.62	171,532.16	25%	1,326,968.18	332,247.05		503,779.20
<b>Total Danger Pay</b>			<b>171,532.16</b>			<b>332,247.05</b>		<b>503,779.20</b>
<b>4. Separate Maintenance Allowance</b>								
LTTA - EXPATS	700.00	44	30,800.00	700.00	108	75,600.00		106,400.00
<b>Total Separate Maintenance Allowance</b>			<b>30,800.00</b>			<b>75,600.00</b>		<b>106,400.00</b>
<b>Total Allowances</b>			<b>379,864.31</b>			<b>762,894.09</b>		<b>1,131,954.40</b>

U.S. Protection and Investigations, LLC 11600 Northwest Freeway, Suite 612 Houston, TX 77062								
	CY 2004			CY 2005			Total	
E. Other Direct Costs	Period: Jan 1, 2004 - Dec 31, 2004			Period: Jan 1, 2005 - Dec 31, 2005				
	Rate	Units	Cost	Rate	Units	Cost	Units	Cost
1. DBA/FGL Insurance LTIA - EXPATS	1.44%	686,126.62	9,880.25	1.44%	1,328,988.18	19,137.43		29,017.68
Total DBA Insurance			9,880.25			19,137.43		29,017.68
2. Other Travel Expenses Medical Examinations - LTIA	600.00	12	7,200.00	600	0	-		7,200.00
Total Other Travel Expenses			7,200.00			-		7,200.00
3. Program Support Costs								
Office Supplies	300.00	6	1,800.00	300.00	10	3,000.00		4,800.00
Office/House Cleaning/Cooking Services	900.00	8	7,200.00	900.00	10	9,000.00		16,200.00
Office/House Make-Ready Costs	15,000.00	1	15,000.00	0.00	0	-		15,000.00
Guest House Rent (1)	4,000.00	7	28,000.00	4,000.00	12	48,000.00		76,000.00
Generator (2)	12,000.00	2	24,000.00	12,000.00	0	-		24,000.00
Internet Access Set-Up	30,000.00	1	30,000.00	30,000.00	0	-		30,000.00
Internet monthly charges	2,500.00	7	17,500.00	2,500.00	12	30,000.00		47,500.00
Communications	200.00	8	1,600.00	200.00	10	2,000.00		3,600.00
Temp Housing and Facility Support for Patrols	7,500.00	20	150,000.00	0.00	0	-		150,000.00
Postage/Shipping	150.00	8	1,200.00	150.00	10	1,500.00		2,700.00
Lease Vehicles (100)	1,100.00	700	770,000.00	1,100.00	1200	1,320,000.00		2,090,000.00
Vehicles - Radios	800.00	100	80,000.00	0.00	0	-		80,000.00
Vehicles Maintenance + Gas	500.00	700	350,000.00	500.00	1200	600,000.00		950,000.00
Uniforms for Patrols (approx 1200)	75.00	1200	90,000.00	75.00	1200	125,000.00		215,000.00
Procurement								
Satellite Phones	1,000.00	11	11,000.00	0.00	0	-		11,000.00
Satellite Phones - Service	500.00	60	30,000.00	500.00	120	60,000.00		90,000.00
Base Units	1,000.00	10	10,000.00	0.00	0	-		10,000.00
Repeaters	5,500.00	10	55,000.00	0.00	0	-		55,000.00
Handheld Radios (50)	600.00	50	30,000.00	0.00	0	-		30,000.00
Codan (6)	4,000.00	6	24,000.00	0.00	0	-		24,000.00
Computer Equipment Laptop	1,500.00	11	16,500.00	0.00	0	-		16,500.00
Computer Desktop	1,200.00	6	7,200.00	0.00	0	-		7,200.00
Printers	300.00	17	5,100.00	0.00	0	-		5,100.00
Scanners	250.00	6	1,500.00	0.00	0	-		1,500.00
Copy Machine	1,500.00	1	1,500.00	0.00	0	-		1,500.00
Communication System spare parts	10,000.00	1	10,000.00	10,000.00	1	10,000.00		20,000.00
Security Construction/Measures (constructing/upgrading perimeter walls or fences, lights, locks, defense positions, gates, etc.) - 1 per Sector	25,000.00	5	125,000.00	0.00	0	-		125,000.00
Total Program Support Cost			1,983,100.00			2,298,500.00		4,181,600.00
4. General Liability Insurance	120,000.00	1.00	120,000.00	120,000.00	1.00	120,000.00		240,000.00
TOTAL OTHER DIRECT COSTS			2,038,100.25			2,347,637.43		4,377,917.68

U.S. Protection and Investigations, LLC  
 11580 Northwest Fwy, Suite 612  
 Houston, TX 77092

*Reference Medical budget*

	<i>Rate</i>	<i>Units</i>	<i>Total</i>
Director	1,000.00	16	16,000.00
5 Doctors	700.00	80	56,000.00
5 Paramedics	300.00	80	24,000.00
5 Technician	300.00	80	24,000.00
			120,000.00
Equipment for 5 clinics	7500	5	37,500.00
Medicine	2500	80	200,000.00
Vehicles (30)	50	2400	120,000.00
Fuel, etc	10	2400	22,500.00
		<b>TOTAL</b>	<b>500,000.00</b>

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U.S. Protection and Investigations, LLC  
 6401 Bingle Rd, Suite 102  
 Houston, TX 77092

**Rural/Secondary Roads**

Twenty-two Months

March 2004 - December 2005

**SECURITY BUDGET SUMMARY RURAL/SECONDARY ROADS PROJECT**

	2004	TOTAL
<b>PROGRAM SUPPORT</b>		
A. Salaries and Wages		
1. LTTA -Expatriate	378,204	378,204
2. CCN Drivers and Radio Operators	41,000	41,000
4. CCN Administration Staff	25,000	25,000
<b>Total Salaries and Wages</b>	<b>444,204</b>	<b>444,204</b>
B. Social Benefits		
1. FICA & Medicare	28,933	28,933
2. Health Insurance	75,641	75,641
3. MEDEX	2,261	2,261
<b>Total Social Benefits</b>	<b>106,834</b>	<b>106,834</b>
C. Travel, Transportation and Per Diem		
1. International Travel	42,240	42,240
2. Subsistence Allowance	750,000	750,000
3. Local Travel	9,000	9,000
4. Miscellaneous Travel Expenses	1,000	1,000
<b>Total Travel, Transportation and Per Diem</b>	<b>802,240</b>	<b>802,240</b>
D. Allowance		
1. Post Differential Allowance	94,551	94,551
2. Household Effects	500	500
3. Danger Pay	94,551	94,551
4. Separate Maintenance Allowance	159,600	159,600
<b>Total Allowance</b>	<b>349,202</b>	<b>349,202</b>
E. Other Direct Costs		
1. DBA Insurance	5,446	5,446
2. Other Travel Expenses	1,800	1,800
3. Program Support Costs	1,351,120	1,351,120
4. General Liability Insurance	25,000	25,000
<b>Total Other Direct Costs</b>	<b>1,383,366</b>	<b>1,383,366</b>
<b>Subtotal Program Support</b>	<b>3,085,845</b>	<b>3,085,845</b>
<b>2. SUBCONTRACT</b>		
Medical	-	-
<b>Subtotal Subcontracts</b>	-	-
<b>SUBTOTAL PROGRAM SUPPORT</b>	<b>3,085,845</b>	<b>3,085,845</b>
Fixed Fee 5.0%	154,292	154,292
<b>TOTAL PROGRAM SUPPORT</b>	<b>3,240,138</b>	<b>3,240,138</b>

<b>U.S. Protection and Investigations, LLC</b> <b>6401 Bingle Rd, Suite 102</b> <b>Houston, TX 77082</b>  <b>Rural/Secondary Roads</b> <b>Ten Months</b>					
			<b>2004</b>		<b>Total</b>
			Period: March 2004 - December 2004		
<b>A. Salaries and Wages</b>			<b>Rate</b>	<b>Units</b>	<b>Cost</b>
	<b>Name</b>				
<b>1. Long-Term Technical Assistance</b>					
EXPATRIATE (daily rate)					
	Manager (D. Spier) - 5 Projects		515.98	62	31,953.56
	Asst/Demining Mgr (Ferraro) 5 Projects		425.00	62	26,350.00
	Administrative Mgr (B. Spier) 5 Projects		400.00	62	24,800.00
	Finance Mgr (C. Vopal) 5 Projects		400.00	62	24,800.00
	Facilities Coord. (TBD) 5 Projects		300.00	62	18,600.00
	Expat Secretary (TBD) 5 Projects		200.00	62	12,400.00
	Asst Rural Roads Manager (M. Warren)		425.00	260	110,500.00
	Security Coordinator (TBD)		400.00	260	104,000.00
	Security Coordinator (TBD)		400.00	0	0
	Commun. Mgr (M. Dunne) 5 Projects		400.00	62	24,800.00
<b>Total Long-Term Technical Assistance</b>				<b>954</b>	<b>378,203.56</b>
<b>2. CCN Personnel (monthly rate)</b>					
	Drivers (2)		400.00	20	8,000.00
	Radio Operators (4)		300.00	30	9,000.00
	Guest House Security Guards (12)		200.00	120	24,000.00
					<b>41,000.00</b>
<b>3. CCN Administration Staff (monthly rate)</b>					
	Assistants/Translators (2)		1,000.00	20	20,000.00
	Secretary (1)		500.00	10	5,000.00
					<b>25,000.00</b>
<b>Total CCN Personnel</b>				<b>200</b>	<b>66,000.00</b>
<b>TOTAL SALARIES AND WAGES</b>					<b>444,203.56</b>

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U.S. Protection and Investigations, LLC 6401 Bingle Rd, Suite 102 Houston, TX 77092					
Rural/Secondary Roads Twenty-two Months					
	2004 2005			Total	
B. Social Benefits	Period: March 2004 - December 2004				
	Rate	Units	Cost	Units	Cost
1. FICA & Medicare LTIA - EXPATRIATE	7.65%	378,203.56	28,932.57		28,932.57
Total FICA			28,932.57		28,932.57
2. Health Insurance LTIA - EXPATRIATE	20.00%	378,203.58	75,640.71		75,640.71
Total Health Insurance			75,640.71		75,640.71
3. MEDEX LTIA - EXPATRIATE STTA - EXPATRIATE	\$20.55 \$20.55	110 0	2,260.50 0.00		2,260.50 -
Total MEDEX			2,260.50		2,260.50
TOTAL Social Benefits			106,833.78		106,833.78

<b>U.S. Protection and Investigations, LLC</b> <b>6401 Bingle Road, Suite 102</b> <b>Houston, TX 77092</b>					
<b>Rural/Secondary Roads</b> <b>Twenty-two Months</b>					
	<b>2004 - 2005</b>			<b>Total</b>	
<b>C. Travel, Transportation and Per Diem</b>	Period: March 2004 - December 2005				
	<b>Rate</b>	<b>Units</b>	<b>Cost</b>	<b>Units</b>	<b>Cost</b>
<b>1. International Travel</b>					
a. Long-Term Technical Assistance - EXPATRIATE Manager (D. Spier) - 5 Projects					
R/T:US-Afghanistan	960.00	1	960.00	1	960.00
R&R:Afghanistan-US	960.00	1	960.00	1	960.00
Demining Mgr (Ferraro) - 5 Projects					
R/T:US-Afghanistan	960.00	1	960.00	1	960.00
R&R:Afghanistan-US	960.00	1	960.00	1	960.00
Administrative Mgr (B. Spier) 5 Projects					
R/T:US-Afghanistan	960.00	1	960.00	1	960.00
R&R:Afghanistan-US	960.00	1	960.00	1	960.00
Finance Mgr (C. Vopat) 5 Projects					
R/T:US-Afghanistan	960.00	1	960.00	1	960.00
R&R:Afghanistan-US	960.00	1	960.00	1	960.00
Facilities Coord. (TBD) 5 Projects					
R/T:US-Afghanistan	960.00	1	960.00	1	960.00
R&R:Afghanistan-US	960.00	1	960.00	1	960.00
Expat Secretary (TBD) 5 Projects					
R/T:US-Afghanistan	960.00	1	960.00	1	960.00
R&R:Afghanistan-US	960.00	1	960.00	1	960.00
Rural Roads Security Manager					
R/T:US-Afghanistan	4,800.00	1	4,800.00	1	4,800.00
R&R:Afghanistan-US	4,800.00	1	4,800.00	1	4,800.00
Security Coordinator (TBD)					
R/T:US-Afghanistan	4,800.00	1	4,800.00	1	4,800.00
R&R:Afghanistan-US	4,800.00	1	4,800.00	1	4,800.00
Security Coordinator (TBD)					
R/T:US-Afghanistan	4,800.00	1	4,800.00	1	4,800.00
R&R:Afghanistan-US	4,800.00	1	4,800.00	1	4,800.00
Commun. Mgr (M. Dunne) 5 Projects					
R/T:US-Afghanistan	960.00	1	960.00	1	960.00
R&R:Afghanistan-US	960.00	1	960.00	1	960.00
<b>Total International Travel</b>		<b>20</b>	<b>42,240.00</b>	<b>20</b>	<b>42,240.00</b>
<b>2. Subsistence Allowance/Per Diem</b>					
CCN's - 500 armed men for 6 cptcampsworksites	5.00	150,000	750,000.00	150,000	750,000.00
<b>Total Per Diem</b>			<b>750,000.00</b>		<b>750,000.00</b>
<b>3. Local Travel</b>					
Home Office Staff Visits	1000	9	9,000.00		9,000.00
<b>Total Local Travel</b>			<b>9,000.00</b>		<b>9,000.00</b>
<b>4. Miscellaneous Travel Expenses (includes to/from airport, taxes, taxes, passports, etc.)</b>					
LTIA	250.00	4	1,000.00	4	1,000.00
<b>Total Miscellaneous Travel Expenses</b>			<b>1,000.00</b>		<b>1,000.00</b>
<b>TOTAL TRAVEL, TRANSPORTATION AND PER DIEM</b>			<b>802,240.00</b>		<b>802,240.00</b>

U.S. Protection and Investigations, LLC 6401 Bingle Rd, Suite 102 Houston, TX 77062					
Rural/Secondary Roads Twenty-two Months					
	2004 2005			Total	
D. Allowance	Period: March 1 - December 31, 2004				
	Rate	Units	Cost	Units	Cost
1. Post Differential Allowance					
LTIA - EXPATS	25%	\$378,203.56	94,550.89		94,550.89
Total Differential Allowance			94,550.89		94,550.89
2. Household Effects					
LTIA - EXPATS					
- Excess Baggage	250.00	2	500.00		500.00
Total Household Effect			500.00		500.00
3. Danger Pay					
LTIA - EXPATS	25%	378,203.56	94,550.89		94,550.89
Total Danger Pay			94,550.89		94,550.89
4. Separate Maintenance Allowance					
LTIA - EXPATS	700.00	228	159,600.00		159,600.00
Total Separate Maintenance Allowance			159,600.00		159,600.00
Total Allowance			349,201.78		349,201.78

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U.S. Protection and Investigations, LLC 6401 Bingle Rd, Suite 102 Houston, TX 77032					
Rural/Secondary Roads Twenty Months					
	2004 2005			Total	
E. Other Direct Costs	Period: March 2004 - December 2004				
	Rate	Units	Cost	Units	Cost
1. DBA/FGL Insurance LTIA - EXPATS	1.44%	378,203.56	5,446.13		5,446.13
Total DBA Insurance			5,446.13		5,446.13
2. Other Travel Expenses Medical Exams/Inoculations - LTIA	600.00	3	1,800.00		1,800.00
Total Other Travel Expenses			1,800.00		1,800.00
3. Program Support Costs					
Office/Guest House Rent (22 months)	6,000.00	12	72,000.00		72,000.00
Office Supplies	300.00	10	3,000.00		3,000.00
Office/House Cleaning/Cooking Services	900.00	12	10,800.00		10,800.00
Office/House Make-Ready Costs	10,000.00	1	10,000.00		10,000.00
Generator (2)	12,000.00	2	24,000.00		24,000.00
Internet Access Set-up	30,000.00	1	30,000.00		30,000.00
Internet monthly charges	2,500.00	12	30,000.00		30,000.00
Communications	180.00	12	1,920.00		1,920.00
Temp Housing and Facility Support for Patrols	50,000.00	1	50,000.00		50,000.00
Postage/Shipping	150.00	12	1,800.00		1,800.00
Leased Vehicles/Mgr & Sec. Coord. (3)	1,500.00	30	45,000.00		45,000.00
Leased Vehicles - Escorts/Patrols (40)	1,100.00	400	440,000.00		440,000.00
Leased Vehicles - Demining Operations (10)	1,100.00	90	99,000.00		99,000.00
UHF & Codan Radios	1,250.00	53	66,250.00		66,250.00
Vehicles Maintenance + Gas	400.00	520	208,000.00		208,000.00
Uniforms for Security Force (500)	100.00	1000	100,000.00		100,000.00
Stol Aircraft, divided by 5 Projects	165,000.00	0	-		-
Procurement					
Satellite Phones	1,000.00	2	2,000.00		2,000.00
Satellite Phones - Service	400.00	20	8,000.00		8,000.00
Base Units	3,000.00	2	6,000.00		6,000.00
Computer Equipment Laptop	1,500.00	2	3,000.00		3,000.00
Computer Desktop	1,200.00	2	2,400.00		2,400.00
Printers	300.00	4	1,200.00		1,200.00
Scanners	250.00	1	250.00		250.00
Copy Machine	1,500.00	1	1,500.00		1,500.00
Communication System spare parts	10,000.00	1	10,000.00		10,000.00
Checkpoint/Camps for MOI Security Personnel	25,000.00	5	125,000.00		125,000.00
Total Program Support Cost			1,351,120.00		1,351,120.00
4. General Liability Insurance	25,000.00	1.00	25,000.00		25,000.00
TOTAL OTHER DIRECT COSTS	25,000.00		1,383,366.13		1,383,366.13

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U.S. Protection and Investigations, LLC  
 6401 Bingle Rd, Suite 102  
 Houston, TX 77092

**Reference Medical budget**

	<i>Rate</i>	<i>Units</i>	<i>Total</i>
Director	1,000.00	0	-
5 Doctors	700.00	0	-
5 Paramedics	300.00	0	-
5 Technician	300.00	0	-
			-
Equipment for 5 clinics	7500	0	-
Medicine	2500	0	-
Vehicles (30)	50	0	-
Fuel, etc	10	0	-
		<b>TOTAL</b>	-

**AMEG - Procurement**

	<i>Rate</i>	<i>Units</i>	<i>Total</i>
Fee	10,000	0	-
		<b>TOTAL</b>	-

MOS 