ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 12/18/2009
2. CONTRACT NO. *(If any)*: DTMA4D09001
3. ORDER NO.: BAE01W10002
4. REQUISITION/REFERENCE NO.:
5. ISSUING OFFICE *(Address correspondence to)*
   DOT/Maritime Administration, DPO Acquisition
   201 Mission Street, Suite 1800
   San Francisco CA 94105-1905

6. SHIP TO: Hank Ryan
   a. NAME OF CONSIGNEE: DOT/Maritime Administration, DPO
   b. STREET ADDRESS: 201 Mission Sreet, Suite 1800
   c. CITY: San Francisco
   d. STATE: CA
   e. ZIP CODE: 94105
   f. SHIP VIA:

7. TO:
   a. NAME OF CONTRACTOR: **Hugh Vanderspek**
   b. COMPANY NAME: **BAE Systems San Francisco Ship Repair Inc.**
   c. STREET ADDRESS: **FOOT OF 20TH ST PIER 70**
   d. CITY: **SAN FRANCISCO**
   e. STATE: **CA**
   f. ZIP CODE: **94107-7644**

8. TYPE OF ORDER
   ☐ a. PURCHASE
   REFERENCE YOUR: _____
   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.
   ☐ b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
   2010 - - 70X - 1768000 - 1 - SD - - SDSCP00 - - - 00001600 - 00 - - 25404 - 6100 - 6600 -

10. REQUISITIONING OFFICE:

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
   ☐ a. SMALL ☑ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
   ☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
   a. INSPECTION
   b. ACCEPTANCE

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*:

16. DISCOUNT TERMS:

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.:
21. MAIL INVOICE TO: No Contacts Identified
   a. NAME: Defense Finance and Accounting Service
   b. STREET ADDRESS *(or P.O. Box)*: DFAS Omaha/FD, PO Box 7010
   c. CITY: Bellevue
   d. STATE: NE
   e. ZIP CODE: 68005-1910

17(h) TOT. *(Cont. pages)*

17(i) GRAND TOTAL: $512,943.96

22. UNITED STATES OF AMERICA BY *(Signature)*: X Debra K. Velmere

23. NAME *(Typed)*: Debra K. Velmere
   TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS	GROSS WEIGHT		RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/18/2009	DTMA4D09001	BAE01W10002

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	WINTHROP Victory					
0001	CLIN 0104 Liability and Insurance Insurance is not separately priced. In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	0.000	0.00	
0002	CLIN 0105 Gangway In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	7,958.000	7,958.00	
0003	CLIN 0108 Fire Protection In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	9,449.000	9,449.00	
0004	CLIN 0112 Hazardous Waste, Management In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	10,790.000	10,790.00	
0005	CLIN 0120 Production Schedule In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	3,459.000	3,459.00	
0006	CLIN 0201 Drydocking In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	119,539.000	119,539.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $151,195.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/18/2009	DTMA4D09001	BAE01W10002

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0007	CLIN 0202 Hulling Cleaning In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	42,100.000	42,100.00	
0008	CLIN 0203 Removal of Freeboard Exfoliating Paint In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	39,400.000	39,400.00	
0009	CLIN 0204 Removal of Topside Exfoliating Paint DO NOT PRICE THIS LINE ITEM. PRICE THE SUBCLINS. *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	0.000	0.00	
0009AA	CLIN 0204AA Partial Removal (OPTIONAL) In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). Assumption is a period of performance being 12 work days. *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	87,578.000	87,578.00	
0010	CLIN 0401 Underwater Hull Steel Repairs/Renews (OPTIONAL) THIS LINE IS NOT TO BE PRICED. PRICE Steel and Welding UNDER SUBCLINS 0401AA-0401BF. *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	JOB	0.000	0.00	
0010@V	CLIN 0401AD Hull Plating (Flat Reinforcing) (OPTIONAL) 500 Pounds or less In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). Estimate Quantity is not to exceed the 400 pounds per vessel. The 400 pound estimate may be distributed between the 3 weight catagories. *Start Date* 03/18/2010 *End Date* 04/02/2010	400.00	LBS	14.170	5,668.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $174,746.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/18/2009	DTMA4D09001	BAE01W10002

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0011	CLIN 0402 Towing to Contractor's Facility, Accomplish Moved to CLIN 0402AA effective 11/9/09 for pricing of task orders. *Start Date* 03/18/2010 *End Date* 04/02/2010	0.00	VES	76,850.000	0.00	
0011AB	CLIN 0402AA Option 1-Towing to Contractor's Facility from SBRF, Accomplish Originally CLIN 0402. Moved to CLIN 0402AA effective 11/9/09 for pricing of future task orders. In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	76,850.000	76,850.00	
0012	CLIN 0404 Wet Berth and Mooring In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	VES	7,205.000	7,205.00	
0012AA	CLIN 0404AA Wet Berth Maintenance (OPTIONAL) In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	6.00	DAY	1,334.000	8,004.00	
0013	CLIN 0405 Crane Service (OPTIONAL) In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	4.00	HR	384.000	1,536.00	
0014	CLIN 0406 Dry-dock Lay Day (OPTIONAL) In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). Estimate Quantity is 7607 Gross Register Ton per day per vessel. *Start Date* 03/18/2010 *End Date* 04/02/2010	10.00	DAY	2,738.520	27,385.20	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $120,980.20

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/18/2009	DTMA4D09001	BAE01W10002

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0015	CLIN 0407 Dispose of Hazardous Waste (Optional) THIS LINE IS NOT TO BE PRICED. PRICE SUPPLEMENTAL WORK UNDER SUBCLINS 0407AA & 0407AD *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	JOB	0.000	0.00	
0015AA	CLIN 0407AB Paint Chips > 10 drums (Optional) Price per barrel/55 gallon drum for greater then 10 barrels/drums. In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	100.00	BBL	260.530	26,053.00	
0015AB	CLIN 0407AD Contaminiated Water > 1000 (Optional) Price per gallon for greater then 1000 gallons. In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	5,500.00	GAL	2.480	13,640.00	
0016	CLIN 0408 Supplemental Work THIS LINE IS NOT TO BE PRICED. PRICE SUPPLEMENTAL WORK/GROWTH CLAUSES MCL.H-2 MCL.H-10 UNDER SUBCLINS 0408AA & 0408AB *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00		0.000	0.00	
0016AA	CLIN 0408AA Supplemental Labor In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). YARDWIDE COMPOSITE LABOR RATE TO INCLUDE ALL MANAGEMENT, SUPERVISION, OVERHEAD, G&A, HANDLING CHARGES, FREIGHT AND PROFIT. THE TOTAL SHALL NOT EXCEED 1,500 MANHOURS PER VESSELTO BE ORDERED IN ACCORDANCE WITH SECTION H. SUPPLEMENTAL GROWTH REQUIREMENTS, UNLESS MUTUAL AGREED BY MODIFICATION. *Start Date* 03/18/2010 *End Date* 04/02/2010	200.00	HR	65.000	13,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $52,693.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/18/2009	DTMA4D09001	BAE01W10002

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0016AB	CLIN 0408AB Supplemental Material/Subcontractors SUPPLEMENTAL MATERIAL - OPTION ITEM In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). THE TOTAL ORDERED SHALL NOT EXCEED $16,500.00 PER VESSEL IIN ACCORDANCE WITH SECTION H. SUPPLEMENTAL GROWTH REQUIREMENTS, UNLESS MUTUALLY AGREED BY MODIFICATION. A fixed profit can be requested and negotiated for the material and subcontractor costs each individual order. THERE IS TO BE NO BURDEN ON THESE CHARGES FOR EITHER SUBCONTRACTOR COSTS OR MATERIAL CHARGES. THE SUPPLEMENTAL MATERIAL DOLLARS WILL BE ALLOCATED BY THE COTR VIA DELIVERY ORDERS. *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	LOT	5,000.000	5,000.00	
0017	CLIN 0415 Temporary Lighting (Optional) THIS LINE IS NOT TO BE PRICED. PRICE UNDER SUBCLINS 0415AA & 0415AB *Start Date* 03/18/2010 *End Date* 04/02/2010	1.00	LOT	0.000	0.00	
0017AA	CLIN 0415AA Install and Remove Lighting and Ventilation (Optional) In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). Estimate Quantity is 2 tank set-ups per vessel *Start Date* 03/18/2010 *End Date* 04/02/2010	2.00	LOT	1,555.280	3,110.56	
0017AB	CLIN 0415AB Daily Charge for Maintenance of Lighting and Ventilation (Optional) In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). *Start Date* 03/18/2010 *End Date* 04/02/2010	10.00	DAY	197.120	1,971.20	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $10,081.76

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/18/2009	DTMA4D09001	BAE01W10002

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0018	CLIN 0418 CHEMIST GAS FREE CERTIFICATE (Optional) In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). Unit price per visit Estimate Quantity is 2 visits per one tank set-up . *Start Date* 03/18/2010 *End Date* 04/02/2010	2.00	DAY	920.000	1,840.00	
0018AA	CLIN 0418AA Competent Person (Optional) In accordance with the terms and conditions of the contract for the Description Contract Line Item Number (CLIN). Unit price per daily maintenance Estimate Quantity is 2 days of maintenance per one tank set-up *Start Date* 03/18/2010 *End Date* 04/02/2010	2.00	JOB	704.000	1,408.00	
	Distribution: B Vogel, J Siragusa, R Carter, S Ireland, J Desch, S Wong, M Huey, Maradobligation@faa.gov					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $3,248.00

2010 - - 70X - 1768000 - 1 - SD - - SDSCP00 - - - 00001600 - 00 - - 25404 - 6100 - 6600 -

$512,943.96

Total Funding: $512,943.96

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COMMERCIAL CLAUSES

1 INVOICE SUBMISSION - MARAD DPO

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov.

Electronic invoices shall conform to the following criteria, or be subject to rejection:

a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
b. The e-mail subject shall include the contract/purchase order number and invoice number.
c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P WR Invoices Branch
AMZ-150
PO Box 25710
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P WR Invoices Branch
AMZ-150
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

SECTION A -- SOLICITATION/CONTRACT FORM

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 WINTHROP VESSEL PARTICULARS

VESSEL PARTICULARS

Owner: United States Department of Transportation
Maritime Administration
1200 New Jersey Ave. S.E.
Washington, DC 20590

NON-RETENTION VESSEL: Winthrop Victory

TYPE: VC2-S-AP2

OFFICIAL NUMBER: 247957

BUILDER: California Shipbuilding Corp.

HULL NO.: V74

DELIVERED: Los Angeles, CA

PORT OF REGISTRY: Los Angeles, CA

DIMENSIONS:
Length: 455 Ft.
Beam: 62 Ft.

TONNAGE:
Gross: 7,607
Net: 4,561
Deadweight: 10,725
Displacement: 15,200

SECTION E -- INSPECTION AND ACCEPTANCE

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.211-08 TIME OF DELIVERY JUNE 1997

Upon award of this IDIQ contract and at any other time requested, the contractor shall supply their Drydock Availability Schedule to the CO and/or COTR. The contractor shall submit a proposed scheduled Start and End Date within 1 work day of the Government's request for vessel pricing. Reservation of the schedule will be set upon a Government issuance of a Task Order for the drydocking of a particular vessel for the requested schedule period. Start and End date shall be mutually agreed upon by all concerned parties.

Government takes exception to the START and END date. Parties agree to work to define a mutually agreed START adn END Date after award of this task order, within the next 30 calendar days..

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MCL.H-3 INDEMNITY AND INSURANCE AUGUST 2005

To the extent provided in clause MCL.H-4, below, the Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within five (5) working days after notice of task order award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies' certificates providing the above insurance shall be satisfactory to the Government with ten (10) working days of task order award. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

H.2 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL) AUGUST 2005

MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL) AUGUST 2005
(a) INDEMNITY
(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.
(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to $5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to $5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.
(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.
(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required,

execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.
(b) TYPES OF INSURANCE AND MINIMUM COVERAGE. The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.
(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - $5 million bodily injury by accident, each accident - $5 million bodily injury by disease each accident - $5 million bodily injury by disease in the aggregate.
(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - $5 million for each person per occurrence and $5 million in the aggregate.
(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - $5 million combined single per occurrence limit for bodily injury and property damage and $5 million in the aggregate.
(5) Ship Repairers Legal Liability - coverage to be provided under the standard London or American Institute forms or their equivalent $5 million per vessel, per occurrence or such other amount as may be requested.
(6) Pollution - sudden and accidental liability - $5 Million per occurrence.
(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 1200 New Jersey Ave
, S.E., Washington, DC 20590.
(d) FORM OF CONFIRMATION
(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 1200 New Jersey Ave, S.E., Washington, DC 20590.
(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.
(e) The Contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation.

H.3 TOWERS INSURANCE

A. The coverage below shall be in effect while the Obsolete Vessel(s) are being towed:

1. Tower's Liability - When the Obsolete Vessel(s) is being moved it must have full form tower's liability with the United States of America being named and waived.

Minimum Coverage Requirements: $5 million limit.

2. Hull and Machinery,

Minimum Coverage Requirements:

The Contractor shall ensure that any tower of the Obsolete Vessel(s) shall maintain broad form collision tower's liability with a limit of $5 million. The tower shall also insure each tug performing under this contract with Protection and Indemnity Insurance with a minimum limit of $5 million and Hull & Machinery Insurance covering the value of each tug.

3. Marine Protection and Indemnity (P&I), including, but not limited to, sudden and accidental pollution liability, full collision liability, and removal of wreck. This coverage shall include insurance for damage to third parties however caused arising out of movement of the Obsolete Vessel(s).

Minimum Coverage Requirements: $10 million per occurrence

B. CONFIRMATION FORMS AND INFORMATION

Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All insurance shall be subject to the approval of the Director, Office of Subsidy and Insurance, Maritime Administration, and must contain a thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any nonrenewable which is the option of the insurer, said notice to be provided to the Contracting Officer and COTR.

The Contractor , at least three (3) working days prior to scheduled task order defined tow, shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverages. The insurance companies' certificate providing the above insurance shall be satisfactory to the Government with one (1) working day prior to scheduled task order defined tow. The confirmation shall name the Contractor as an assured and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any London or other approved foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

SECTION I -- CONTRACT CLAUSES

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS