

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>		1. REQUISITION NUMBER MA-PR617-20110715	PAGE OF 1 3
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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER DTMA-94-P-2011-0064	5. SOLICITATION NUMBER DTMA94Q2011054	6. SOLICITATION ISSUE DATE 09/02/2011
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Kathryn Rato	b. TELEPHONE NUMBER (No collect calls) (415) 744.2580	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY U.S. DOT/ Maritime Administration Pacific Div. Acquisition Office MAR 380-4 201 Mission Street Suite 1800 San Francisco CA 94105	CODE 00094	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO SBRF Suisun Bay Reserve Fleet Joe Pecoraro 2595 Lake Herman Road Benicia CA 94510	CODE 00094-SUISUN BAY	16. ADMINISTERED BY U. S. DOT Maritime Administration Pacific Div. Acquisition Office MAR 380.4 201 Mission Street Suite 1800 San Francisco CA 94105	CODE 00094
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17a. CONTRACTOR/OFFEROR COMFORT AIR MECHANICAL SYSTEMS, INC. Attn: Robert Terry, Govt Business POC 1742 Clement Ave Alameda CA 94501-1205 TELEPHONE NO. 510-217-8980	CODE 826840279	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES 6500 SOUTH MACARTHUR BLVD OKLAHOMA CITY OK 73169	CODE AMZ-160 (FEDEX)
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input checked="" type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	SBRF FLEET FACILITY:HULL GAUGING FOR YFNB-5 PEACH.ADD FUNDING. Delivery: 30 Days After Notice to Proceed Accounting Info: 70XR161710.2011.97280FAC00.1161000000.25103.610066 00.7011617280FAC0 Provide all necessary labor, materials, and services to ventilate and gas free all tanks and voids; and to provide portable ladders and a drop Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				49,675.00

25. ACCOUNTING AND APPROPRIATION DATA See schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$49,675.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. DTMA94Q2011054 OFFER DATED 09/20/2011. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001-0002
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or Print) Vern Robinson Vice President	31b. NAME OF CONTRACTING OFFICER (Type or print) Kathryn Rato
30c. DATE SIGNED 9/21/11	31c. DATE SIGNED 09/20/2011

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	light in support of the gaugers. See "Government Furnished Services" for services provided by SBRF. Any dewatering required will be supplemental work. Perform a complete set of ultrasonic thickness gaugings of the barge's shell plating, bulkheads, deck plating, tanktops, and scantlings. A maximum of 2,500 gaugings shall be taken from the interior of the barge, from various tanks and cargo holds. Gauging to be performed by Edge Gauging Company .				
0002	Option Supplemental Labor Not To Exceed 160 hrs at the rate of \$65.00/hr is a composite ut price includes profit and overhead, Pending Availability of funds Amount: \$10,400.00 (Option Line Item) 10/31/2011 Fully Funded Obligation Amount \$10,400.00	160	HR	65.00	0.00
0003	Optional Item Supplemental materials, and subcontracting aside from Edge. pending availability of funds. Not to Exceed \$5750.00 includes profit and overhead Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
DTMA-94-P-2011-0064PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR

COMFORT AIR MECHANICAL SYSTEMS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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The total amount of award: \$60,075.00. The obligation for this award is shown in box 26.

The Request for Quotation number is DTMA94Q20110054 and incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-53. and incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-50. This acquisition is a FULL and OPEN Competition. The NAICS is 336611. Work to be completed within 14 days of Notice TO PROCEED. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format found in FAR 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation for proposals. A written solicitation will not be issued. The ensuing award is under the authority of FAR Subpart 12 "Acquisitions of Commercial Items". The Government proposes to solicit offers for the following services and quantities:

The vessel: PEACH is located at Suisun Bay, Benicia CA 94510, ship check Sep 8th 8AM,
joe.pecoraro@dot.gov

SOW replaced by Amendment 0003

52.212-4 Contract Terms and Conditions—Commercial Items Jun 2010

ADDENDUM Para. (p) Limitation of Liability, is revised to read: MCL-H3 INDEMNITY AND INSURANCE

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 ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. 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.

INDEMNITY AND INSURANCE (ADDITIONAL)

(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 - \$1 million bodily injury by accident, each accident - \$1 million bodily injury by disease each accident - \$1 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 - \$1 million for each person per occurrence and \$1 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 - \$1 million combined single per occurrence limit for bodily injury and property damage and \$1 million in the aggregate.

(5) Ship Repairers Legal Liability - coverage to be provided under the standard London or American Institute forms or their equivalent \$1 million per vessel, per occurrence or such other amount as may be requested.

(6) Pollution - sudden and accidental liability - \$1 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-590 W23-313, 1200 New Jersey Ave SE 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 590 W23-313, 1200 New Jersey Ave SE., 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. Usable 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.

ADEDENDUM to FAR 52.212-4 Para.(g) Invoice

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

IMPORTANT NOTICE: FAR 52-232-33 (Payment by Electronic Funds transfer Central Contractor Registration, May 1999) makes mandatory the requirement for contractors to be registered in the CCR Database. CONTRACTORS MAY REGISTER ONLINE AT [HTTP://WWW.CCR.GOV/](http://www.ccr.gov/). IT IS MANDATORY TO OBTAIN A DUNS NUMBER PRIOR TO

REGISTERING. CONTRACTORS SHALL CALL DUN& BRADSTREET (1-800-333-0505) TO OBTAIN. AWARD CANNOT BE MADE UNLESS REGISTERED

For DOT clauses e.g. 1252... go to <http://www.dot.gov/ost/m60/tamtar/part1252.htm#1252.2>

1252.217-70 Guarantee. APR 2005)

252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION

1252.217-72 PERFORMANCE

1252.217-73 INSPECTION AND MANNER OF DOING WORK

1252.217-74 SUBCONTRACTS

1252.217-79 DELAYS

1252.217 -80 DEPARTMENT OF LABOR SAFETY AND HEALTH FOR SHIP REPAIR

52.233-02 SERVICE OF PROTEST

AUGUST 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer Kathryn.rato@dot.gov.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB1998)

52.227-14 Rights in Data-General. Dec 2007

52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).Show citation box

1252.217 -80LABOR SAFETY AND HEALTH FOR SHIP REPAIR

Nothing contained in this contract shall relieve the Contractor of any obligations it may have to comply with--

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Safety and Health Regulations for Ship Repairing (29 CAR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations

MCL.E-1 Delegation of Inspection and Acceptance AUG05

The Contracting Officer's Technical Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

MCL.H01 Supplemental Growth Repair: The labor rate offered in Section B under the Supplemental Repair Work CLIN shall be a yardwide composite labor rate and shall include all management, supervision, overhead, G&A, handling charges, freight and profit. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for all supplemental work which cannot be accurately described at this time and is not included in other CLIN specifications. The Government may order up to 50 percent more hours than are currently estimated in the CLIN at the same labor rate provided therein.

MLC.H-2 Supplemental Work Request

The labor rate offered in Section B under the Supplemental Repair Work CLIN shall be a yardwide composite labor rate and shall include all management, supervision, overhead, G&A, handling charges, freight and profit. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for all supplemental work which cannot be accurately described at this time and is not included in other CLIN specifications. The Government may order up to 50 percent more hours than are currently estimated in the CLIN at the same labor rate provided therein, through bilateral agreement with

the COTR though the sum of all bilateral COTR/Contractor agreements (e.g. Delivery Orders) shall not exceed the total contract value.

MLC. H-12 Maritime Liens No Authority to Incur

MCL.H5 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACTORS

MCL.L-2 Agency Protests U.S. Maritime Administration Provisions and Clauses (MCL.)
https://voa.marad.dot.gov/Solicitation_Awards/docs/mar-380/MARAD%20Clauses%20MCL%20for%20HTML.htm

The contractor shall include this clause in all major subcontracts.

The following clauses cited in FAR 52.212-5 are applicable to this acquisition; FAR 52.222-50 Combating Trafficking , FAR 52.233-03 Protest After Award, FAR 52.233-04 Applicable Law for Breach of Contract Claim, FAR 209-6 Protecting the Government's Interest when Subcontracting with contractors Debarred, etc.; FAR 52.222-3 Convict Labor (E.O. 11755); FAR 52.222-19 Child Labor. FAR 52.222-21, Prohibition of Segregated Facilities; FAR 52.219-4 Notice of Evaluation preference for HUBZone Small Business Concerns if offer elects to waive indicate in Offer. (15USC 657a), FAR 52.222-26 Equal Opportunity (E.O. 11246); FAR 52.225-13 Restriction on Certain Foreign Purchases (Mar 2005), FAR 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (31 U.S.C. 3332); FAR 52.239-01 Privacy or Security Safeguards, FAR 52.222-36 Affirmative Action for Workers w Disabilities FAR 52.222-40 Notification of Employees Rights under the Nat'l labor Relations ACT FAR 52.222-41 Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.); FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 AND 41 U.S.C. 351, et seq.) laboror \$15.50/hr. The Department of Labor Wage Determination No. 2005-2069-Revision No. 11 apply, see attached. Or go to <http://www.wdol.gov/sca.aspx#0> 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Over 25K)

The full text of any clauses reference above are available from the Contracting Officer or may be accessed electronically at: <http://www.arnet.gov/far>.

HULL GAUGINGS for YFNB-5 PEACH

ABSTRACT

Perform ultrasonic thickness gaugings on YFNB-5 PEACH (ex-YFN 621), a barge located at the Suisan Bay Reserve Fleet (SBRF), in Benicia, California.

REFERENCES

The shell expansion, general arrangement, and structural drawings for PEACH are not available. However, the SBRF's office barge APL-24 is similarly constructed, with a somewhat different tank layout. The general arrangement drawings for APL-24 are available for viewing at SBRF.

ITEM LOCATION / DESCRIPTION

Work Location:

The barge PEACH, currently laid up without electric power in F-Row of SBRF. Transportation to and from PEACH will be provided by SBRF. PEACH is a 261' x 48' ex-U.S. Navy YFN/YFNB built during World War II.

Work description:

Provide all necessary labor, materials, and services to ventilate and gas free all tanks and voids; and to provide portable ladders and a drop light in support of the gaugers.

See "Government Furnished Services" for services provided by SBRF.

Any dewatering required will be supplemental work.

Perform a complete set of ultrasonic thickness gaugings of the barge's shell plating, bulkheads, deck plating, tanktops, and scantlings. A maximum of 2,500 gaugings shall be taken from the interior of the barge, from various tanks and cargo holds. Though the gauging results won't be submitted to the American Bureau of Shipping (ABS), they shall be presented in a graphic format of the type acceptable for submittal to the ABS.

Notice to Proceed and Performance Period:

Notice to proceed is planned for on or about November 1, 2011.

The performance period is 30 calendar days.

Government Furnished Services:

SBRF will provide:

- Launch services to and from the PEACH during normal working hours, Monday through Friday.
- A barge-mounted generator capable of supplying 250 kW, 400 amp, 3-phase, 450 VAC, 60 Hz electric power.
- A barge-mounted portable air compressor capable of supplying 225 CFM of compressed air at 150 psig.

CLIN 1—Gas Free and Gauge Tanks

Ventilate and Gas Free Tanks:

The general arrangement of PEACH includes the following spaces:

- Forward of the Cargo Holds—
 - Port forepeak tank/chain locker.
 - Starboard forepeak tank.
 - Port and Starboard doublebottom void tanks.
 - Port and Starboard doublebottom tanks.
 - Port and Starboard wing tanks.
- In way of Cargo Holds 1 through 4, Port and Starboard—
 - Four(4) sets of Port and Starboard doublebottom tanks.
 - Seven(7) sets of Port and Starboard wing tanks.
- Aft of the Cargo Holds—
 - Machinery space.
 - Aft rake dry stores space containing—
 - Aft chain locker
 - Port and Starboard lube oil tanks.

All tanks and voids are empty, or have been pumped as dry as possible, but some contain residual water which could not be pumped with the equipment available to the SBRF.

Provide portable ladders as needed for access to the peak and wing tanks.

Provide a drop light for the gaugers for tank entry.

The gaugers will be required to enter all tanks and voids except the Port and Starboard lube oil tanks in the aft rake. Ventilate and provide a gas free, safe for men certificate

issued by an approved Marine Chemist for all tanks and voids. Provide daily recertification by a Competent Person per U.S. Coast Guard (USCG) regulations.

Gauging:

Provide the services of an independent, ABS approved, non-destructive testing contractor to perform a complete set of interior ultrasonic hull and scantlings gaugings. A maximum of 2,500 shots shall be taken in the following areas:

- Suspected areas throughout the vessel, as directed by the MARAD Marine Surveyor.
- Three(3) transverse sections within the amidships half-length of the vessel, including shell plating and internal structures.
- Internals of the forepeak tank and forward chain locker.
- Internals of the aft chain locker.
- Wind-and-water strakes, port and starboard, full length.
- Four(4) bottom plate strakes in way of doublebottom tanks.
- All weather-exposed main deck plating.
- Bottom strakes of the aft cargo hold bulkheads, full width, 6-inches or less up from the deck.
- Cargo hold tanktops at aft cargo hold bulkheads, full width, 6-inches or less from the bulkhead.

Some tank interiors, including the chain lockers, forepeak tank, forward doublebottom tanks, and wing tanks have a bitumastic coating. All other tanks are coated with paint which may contain lead. Take necessary precautions when disturbing all coatings.

Estimate the original scantlings based on readings taken on intact, un-deteriorated scantlings.

DELIVERABLES

Post and maintain current for the duration of the job a gas free/safe for men certificate.

Furnish four(4) spiral bound copies of a computer generated report in approved ABS/USCG format showing location of UT measurements and original plate thicknesses. Furnish also an Adobe “.pdf” format electronic copy of the report. The report shall highlight in red print all gaugings with 20% or greater loss of original scantlings.

CLIN 2—Supplemental Labor (Award Optional, Subject to Availability of Funds)

Provide a composite labor rate for 160 hours of supplemental labor.

CLIN 3—Supplemental Materials and Services (Award Optional, Subject to Availability of Funds)

Provide the percent markup for \$5,000 of supplemental materials and services.

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WD 05-2069 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS

ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.:

2005-2069

Diane C. Koplewski | Division of | Revision No.: 11

Director | Wage Determinations | Date Of Revision:

06/13/2011

_____ | _____

State: California

Area: California Counties of Napa, Solano, Sonoma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	28.18
23021 - Aircraft Mechanic I	26.81
23022 - Aircraft Mechanic II	28.18
23023 - Aircraft Mechanic III	29.37
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.05
23060 - Aircraft Servicer	22.68
23080 - Aircraft Worker	23.85
23110 - Appliance Mechanic	26.11
23120 - Bicycle Repairer	15.12
23125 - Cable Splicer	26.04
23130 - Carpenter, Maintenance	26.17
23140 - Carpet Layer	23.21
23160 - Electrician, Maintenance	34.84
23181 - Electronics Technician Maintenance I	29.50
23182 - Electronics Technician Maintenance II	31.17
23183 - Electronics Technician Maintenance III	32.86
23260 - Fabric Worker	22.02
23290 - Fire Alarm System Mechanic	23.38
23310 - Fire Extinguisher Repairer	20.60
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	20.80
23370 - General Maintenance Worker	22.50
23380 - Ground Support Equipment Mechanic	26.81
23381 - Ground Support Equipment Servicer	22.68
23382 - Ground Support Equipment Worker	23.85
23391 - Gunsmith I	20.60

23392 - Gunsmith II	23.38
23393 - Gunsmith III	26.04
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.66
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.92
23430 - Heavy Equipment Mechanic	27.02
23440 - Heavy Equipment Operator	29.36
23460 - Instrument Mechanic	30.39
23465 - Laboratory/Shelter Mechanic	24.70
23470 - Laborer	14.76
23510 - Locksmith	19.81
23530 - Machinery Maintenance Mechanic	27.02
23550 - Machinist, Maintenance	27.28
23580 - Maintenance Trades Helper	16.53
23591 - Metrology Technician I	30.39
23592 - Metrology Technician II	31.95
23593 - Metrology Technician III	33.30
23640 - Millwright	26.04
23710 - Office Appliance Repairer	21.66
23760 - Painter, Maintenance	22.21
23790 - Pipefitter, Maintenance	28.02
23810 - Plumber, Maintenance	26.13
23820 - Pneudraulic Systems Mechanic	26.04
23850 - Rigger	26.04
23870 - Scale Mechanic	23.38
23890 - Sheet-Metal Worker, Maintenance	27.26
23910 - Small Engine Mechanic	20.91

23931 - Telecommunications Mechanic I	26.96
23932 - Telecommunications Mechanic II	28.34
23950 - Telephone Lineman	27.10
23960 - Welder, Combination, Maintenance	22.75
23965 - Well Driller	24.54
23970 - Woodcraft Worker	26.04
23980 - Woodworker	20.53

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 1 week paid vacation after 6 months of service with a contractor or successor; 2 weeks after 1 year, 3 weeks after 5 years, and 4 weeks after 10 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees