

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ Page  
1 of 15

2. AMENDMENT/MODIFICATION NO. 0001 3. EFFECTIVE DATE 04/30/2008 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY DOT/Maritime Administration, MAR-380  
400 Seventh Street, SW., Room 7310  
Washington, DC 20580  
CODE 00091 7. ADMINISTERED BY (If other than item 6) CODE \_\_\_\_\_

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  
Dixie Marine Incorporated  
P.O. Box 23890  
New Orleans, LA 70183-0890  
9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
9B. DATED (SEE ITEM 11) \_\_\_\_\_  
10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA1D08010 (X)  
10B. DATED (SEE ITEM 13) (X)  
CODE m FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
No Funding Information

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

A. Contract section C.4 BERTH REQUIREMENTS AND THE CONTRACTORS OBLIGATIONS paragraph (A)(1) is changed from "If vessels, including the MARAD vessels, at the berth under this contract, are currently occupying the layberth, it is the Contractor's responsibility to move those vessels away from the berth to accomplish the initial multi-beam survey." To "MARAD shall be responsible and bear all costs, for moving MARAD vessels away from the berth in order for the contractor to accomplish the initial multi-survey and all other upgrades to the pier necessary to meet the contract's specifications by the contract start date that require the absence of MARAD vessels from the berth. This change only applies to MARAD vessels and the period prior to the Contract Start date."  
B. In consideration for this change the base year per diem for each ship is reduced from \$6,550 to \$6,448 (SubClins 0041AA and 0051AA) and from \$649.50 to \$627 in each of the contract's nine option years (each SubCln AA in Clins 0042 through 0050 and 0052 through 0060).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas Krumenberger Vice President 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Benedict J. Burowski  
15B. CONTRACTOR/OFFEROR Thomas Krumenberger 15C. DATE SIGNED 4/30/2008 16B. United States of America BY [Signature] 16C. DATE SIGNED 5/2/08  
(Signature of person authorized to sign) (Signature of Contracting Officer)

Line Item Summary	Document Number	Title	Page			
	DTMA1D08010/0001	FSS - 2-Ship Gulf Coast	2 of 15			
Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
<i>Dixie Marine Inc's. bid dated 12/10/07 in response to IFB DTMA1B08001 is hereby accepted. The ten year alternate for Vessels Three and Four is selected. CLINS 0041 and 0051 are awarded.</i>						
0041AA	Berthage	(08/01/2008 to 07/31/2009)	0.00	DAY	(\$102.00)	(\$37,332.00)
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					
0042AA	Berthage	(08/01/2009 to 07/31/2010)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					
0043AA	Berthage	(08/01/2010 to 07/31/2011)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					
0044AA	Berthage	(08/01/2011 to 07/31/2012)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					
0045AA	Berthage	(08/01/2012 to 07/31/2013)	0.00	DAY	(\$22.50)	(\$8,235.00) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1D08010/0001	<b>Title</b> FSS - 2-Ship Gulf Coast	<b>Page</b> 3 of 15
--------------------------	--	---	------------------------

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
0046AA	Berthage	(08/01/2013 to 07/31/2014)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					
0047AA	Berthage	(08/01/2014 to 07/31/2015)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					
0048AA	Berthage	(08/01/2015 to 07/31/2016)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					
0049AA	Berthage	(08/01/2016 to 07/31/2017)	0.00	DAY	(\$22.50)	(\$8,235.00) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					
0050AA	Berthage	(08/01/2017 to 07/31/2018)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
	Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.					

Line Item Summary		Document Number	Title	Page		
		DTMA1D08010/0001	FSS - 2-Ship Gulf Coast	4 of 15		
Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
0051AA	Berthage	(08/01/2008 to 07/31/2009)	0.00	DAY	(\$102.00)	(\$37,332.00)
	Change in Unit Price					
	Per diem charges for layberthing services as set forth in the statement of work.					
0052AA	Berthage	(08/01/2009 to 07/31/2010)	0.00	DAY	(\$22.50)	(\$8,212.50)
	Change in Unit Price					OPTION PERIOD
	Per diem charges for layberthing services as set forth in the statement of work.					
0053AA	Berthage	(08/01/2010 to 07/31/2011)	0.00	DAY	(\$22.50)	(\$8,212.50)
	Change in Unit Price					OPTION PERIOD
	Per diem charges for layberthing services as set forth in the statement of work.					
0054AA	Berthage	(08/01/2011 to 07/31/2012)	0.00	DAY	(\$22.50)	(\$8,212.50)
	Change in Unit Price					OPTION PERIOD
	Per diem charges for layberthing services as set forth in the statement of work.					
0055AA	Berthage	(08/01/2012 to 07/31/2013)	0.00	DAY	(\$22.50)	(\$8,235.00)
	Change in Unit Price					OPTION PERIOD
	Per diem charges for layberthing services as set forth in the statement of work.					

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1D08010/0001	<b>Title</b> FSS - 2-Ship Gulf Coast	<b>Page</b> 5 of 15
--------------------------	--	---	------------------------

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
0056AA	Berthage  Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.	(08/01/2013 to 07/31/2014)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
0057AA	Berthage  Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.	(08/01/2014 to 07/31/2015)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
0058AA	Berthage  Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.	(08/01/2015 to 07/31/2016)	0.00	DAY	(\$22.50)	(\$8,212.50) OPTION PERIOD
0059AA	Berthage  Change in Unit Price Per diem charges for layberthing services as set forth in the statement of work.	(08/01/2016 to 07/31/2017)	0.00	DAY	(\$22.50)	(\$8,235.00) OPTION PERIOD

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1D08010/0001	<b>Title</b> FSS - 2-Ship Gulf Coast	<b>Page</b> 6 of 15
--------------------------	--	---	------------------------

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

0060AA	Berthage	(08/01/2017 to 07/31/2018)	0.00	DAY	(\$22.50)	(\$8,212.50)
	Change in Unit Price					OPTION PERIOD
	Per diem charges for layberthing services as set forth in the statement of work.					

**Previous Total:** \$9,224,413.00  
**Modification Total:** (\$222,579.00)  
**Grand Total:** \$9,001,834.00  
 (Includes Discounts)

QUANTITIES FOR SUBCLINS 00XXAA THROUGH 00XXAC ARE ESTIMATES ONLY.

**Address Detail****Title**  
FSS - 2-Ship Gulf Coast**Document Number**  
DTMA1D08010/0001**Page**  
7 of 15**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> DOT/Maritime Administration, MAR-612 <b>Addr:</b> 1200 New Jersey Ave., SE MAR380, W28-201  Washington DC 20590 <b>Attn:</b> Jim Kahler <b>Phone:</b> (202) 366-5075 ext. <b>Fax:</b> ( ) - ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> DOT/ Enterprise Services Center (ESC) OFO/FAA, <b>Addr:</b> MARAD A/P Branch, AMZ-150 PO Box 25710  Oklahoma City OK 73125 <b>Attn:</b> Kelly Nelson, Accounting Technician <b>Phone:</b> (405) 954-2178 ext. <b>Fax:</b> (405) 954-9573 ext.

<b>Award/Contract Modification</b>	<b>Document No.</b> DTMAID08010/0001	<b>Document Title</b> FSS - 2-Ship Gulf Coast	<b>Page 8 of 15</b>
--	---	--	---------------------

TABLE OF CONTENTS

SECTION A -- Solicitation/Contract Form	9
A.1 Summary of Changes	9
SECTION C -- Descriptions and Specifications	10
C.1 Berth Requirements and the Contractors Requirements	10

<b>Award/Contract Modification</b>	<b>Document No.</b> DTMA1D08010/0001	<b>Document Title</b> FSS - 2-Ship Gulf Coast	Page 9 of 15
--	---	--	--------------

SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

The free form item 'Berth Requirements and the Contractors Requirements has been edited.

<b>Award/Contract Modification</b>	Document No. DTMA1D08010/0001	Document Title FSS - 2-Ship Gulf Coast	Page 10 of 15
------------------------------------	----------------------------------	---	---------------

## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 BERTH REQUIREMENTS AND THE CONTRACTORS REQUIREMENTS

#### C.4 BERTH REQUIREMENTS AND THE CONTRACTORS OBLIGATIONS

(A) The layberth Contractor shall bear all costs associated with obtaining and maintaining an acceptable safe layberth except as specifically identified. Some items are identified for emphasis only. An acceptable safe layberth shall meet the following minimum criteria and technical features:

1. The water depth, based on the National Oceanic and Atmospheric Administration (NOAA) chart datum for soundings, shall be at four (4) feet greater than the estimated deep draft of the type of vessel located at the layberth (See Section J for ship dimensions). This depth shall be maintained the length and breadth of the proposed layberth, including the area needed to pull the vessel(s) away from the layberth with tugs, plus the access route from the layberth to the navigational channel, extending outward to the sea buoy, or pilot station, whichever is farther. The water depth at the berth shall be validated by multi-beam echo soundings based on the NOAA chart datum for soundings, as specified in Section E.6, prior to commencement of the period of performance. MARAD shall be responsible and bear all costs, for moving MARAD vessels away from the berth in order for the contractor to accomplish the initial multi-survey and all other upgrades to the pier necessary to meet the contract's specifications by the contract start date that require the absence of MARAD vessels from the berth. This change only applies to MARAD vessels and the period prior to the Contract Start date. Follow-on annual multi-beam surveys shall be conducted at the berth with results provided to the Contracting Officer. Surveys shall be scheduled to coincide with sea trials or during other periods when the berth is clear. If the Contractor is unable to schedule the annual multi-beam survey based on ship schedules, the Contracting Officer shall be notified in writing.

(a) The waterside of the layberth (e.g., slip) shall be of sufficient width to facilitate safe docking and undocking without interference to other shipping and shall be adequate to permit safe working room for tugboats, barges, lighters, and floating cranes. As a minimum, 75 feet extending outward from the vessel, or if nested, from the outboard vessel, shall be free and clear to provide safe working room. The water depth of the 75-foot clearance beyond the outboard vessel shall be as follows: The first 50 feet outboard of the vessel shall be the same depth as required in section C.4. (A)1. for maneuvering the ship away from the layberth or nested ship. The remaining 25 foot clearance shall be adequate to accommodate the depth of water required by service tugs for the local area, but no less than 20 feet based on the NOAA chart datum.

(b) Coordination with local Pilots and Docking Masters shall be maintained to determine local minimum requirements for docking and undocking. If the Local Pilots or Docking Masters determine that the requirements stated in C4.(A)1(a) are inadequate for normal ship movements, then the Contractor shall comply with the increased minimum water depth requirements as specified by Local Pilots and Docking Masters for docking/undocking and shall bear all expenses to increase the water depth.

2. If the performance of normal maintenance to the layberth, including dredging, requires temporary movement of the vessel from the subject layberth, the Contractor shall bear all expenses incurred in moving the vessel including but not limited to tugs, pilotage and temporary layberth costs. Any temporary layberth used shall meet all the requirements of this contract. Should the Contractor be unable to offer an acceptable substitute layberth during such a maintenance period, the Government reserves the right to acquire and move the vessel to a temporary layberth of its choice at the Contractor's expense or to terminate the contract for default.

3. The proposed berthing facility shall be of sound structural design, construction and condition to support a heavy weather mooring plan in accordance with "MOORING SERVICE TYPE III" standards as identified in TR-6012-OCN Rev B USN Heavy Weather Mooring Safety Requirements (formerly MIL-HDBK-1026/4). A draft heavy weather mooring plan with drawings shall be submitted no later than 14 calendar days after Contract award date. An approved mooring plan and drawings shall be submitted no later than 14-calendar day before the Contract Start Date.

(a) The layberth shall have a sufficient number of properly positioned and fastened mooring line fittings (bollards, bits, cleats, etc.) to meet Mooring Service Type III requirements for the vessel(s) assigned (See Section J for ship dimensions and wind speeds by port). This requirement is modified by any other local requirements mandated by the cognizant USCG Captain Of The Port (COTP) that increases the required strength and shall be the responsibility of the Contractor for the duration of the contract.

<b>Award/Contract Modification</b>	Document No. DTMA1D08010/0001	Document Title FSS - 2-Ship Gulf Coast	Page 11 of 15
------------------------------------	----------------------------------	---	---------------

- (b) The heavy weather mooring plan and calculations shall demonstrate full compliance with all the relevant terms and conditions in this contract, showing that the vessel(s) can be safely moored permanently at the proposed layberth up to the maximum weather and wind conditions specified herein.
- (c) When preparing mooring calculations, the combination of wind direction, wind speed, tides and currents shall be analyzed to determine the worst case scenario.
- (d) The mooring lines and layberth mooring points shall be analyzed in accordance with NAVSEA Design Data Sheet, DDS 582-1, "CALCULATIONS FOR MOORING SYSTEMS". In performing this analysis, a minimum factor of safety of 2.5, based on the minimum calculated breaking strength for polyester or polyolefin line is required for all mooring lines subject to tension forces. OPTIMOOR software is an acceptable methodology.
- (e) When calculating the safe working load of layberth mooring points, a minimum factor of safety of 5.0, based on the ultimate strength of the fitting is required. The Safe Working Load of all fittings on the layberth shall be identified on the required drawings that are submitted to the Government.
- (f) The layberth Contractor shall ensure that the ships are moored in accordance with the heavy weather mooring plan provided in section J. If the vessels are not moored in accordance with the approved mooring plan, the Contracting Officer or COTR shall be notified in writing as soon as this deficiency is discovered.
- (g) US Coast Guard Captain of the Port must agree that the proposed use of the facility does not create a navigational hazard, nor are there any other waterway conflicts.
- (h) All heavy weather mooring arrangements are subject to the approval of the U.S. Coast Guard Captain of the Port. The Contractor shall be responsible for any action to satisfy the U.S. Coast Guard Captain of the Port requirements for layberthing the vessel under the condition that these vessels are incapable of getting underway to sail out of the track of impending heavy weather due to their reduced operating status. The vessels are intended to stay at the layberth facility during heavy weather. The Contractor is responsible for any additional modifications to the facility and the vessel(s) required to meet and maintain the Coast Guard's approval requirements.
4. Mooring line fittings shall be sufficiently arranged to minimize the magnitude of ship motion, positioned to not result in excessively steep mooring line angles, and of sufficient size and design to hold the number of turns and/or eyes of ten (10) inch or less circumference mooring lines without chafing as called for in the heavy weather mooring plan.
5. Each FSS vessel may be alongside the layberth. At the maximum, one FSS vessel may be nested outboard of another FSS vessel secured to the dock. No other nesting will be permitted. Vessel groups do not have to berthed at the same facility. Vessels at different facilities within a group can not be more than 5 miles apart. Nesting of different classes of vessels will not be permitted. If layberthed along a river, bows are to be pointing upriver or a continuous means of protecting the vessel rudder/propeller from striking debris floating downriver must be in place.
6. The facility, including but not limited to the layberth and associated structures, shall be well preserved and maintained at all times to ensure the proper level of safety and security for the vessel and the facility, the safe movement of the vessel and vehicular traffic within the facility, and the cleanliness of the layberth (e.g., free from garbage and debris).
7. The Contractor shall continually provide all resilient fenders (including resilient fenders between nested vessels if not provided by the Government) of adequate construction, size, and number to safely resist the maximum anticipated loads based on the heavy weather mooring calculations from the approved heavy weather mooring plan specified in C.4.(A)(3). Currently the government is supplying the fenders between the FSS vessels.
- (a) Resilient fenders between the dock and the vessel shall be provided to keep the vessel off the "hard" portion (e.g., wood, metal, concrete) of the dock face at all times. No hull contact with "hard" surfaces is acceptable. In lieu of resilient fenders, High Impact Ultra High Molecular Weight (UHMW) polyethylene, used as recommended by the manufacturer, is acceptable fender material between the ship and layberth.
- (b) The resilient fenders used between nested ships will keep the vessels at least four (4) feet apart in all weather conditions. Fendering used between nested vessels may be secured by ships crew.

<b>Award/Contract Modification</b>	Document No. DTMA1D08010/0001	Document Title FSS - 2-Ship Gulf Coast	Page 12 of 15
------------------------------------	----------------------------------	---	---------------

(c) The maximum allowable pressure is 25 pounds per square inch (psi) against any portion of the vessel hull by fenders or other structures. The maximum horizontal distance between any two fendering points shall not be more than 100 feet. Ship's hull curvature/flare shall be analyzed carefully to determine proper fendering locations. Section J provides vessel drawings, estimated sail area, and data on the approximate parallel mid-body for use in calculations.

(d) After the vessel(s) arrives at the respective berth(s), the government will inspect to ensure proper fendering.

8. The FSS can deploy the portable ramp on either the port or starboard sideport platform (see Sec J for location of sideport detail) using ships gear. The portable ramp can be attached to the sideport platform either leading forward parallel to the hull, leading aft parallel to the hull or perpendicular to the hull. The contractor is not required to provide a facility to enable the deployment of the ramp. However, if a facility is capable of accepting the ramp, assume the Government will take advantage of this capability subject to the limitation or capacity of the berth. The contractor shall provide the pier capacities if requested.

9. The dock shall meet the minimum criteria identified in the sub-paragraphs below.

(a) The deck shall have a paved concrete or asphalt surface in good condition.

(b) The dock shall be of sufficient strength and dimensions to facilitate the movements of an HS 20-44 truck or the largest local fire fighting vehicle, whichever is greater, to and from the locations identified for the applicable vessel to include periods when the ramp is deployed. The width of dock apron shall safely accommodate the two-way passing of two HS 20-44 trucks or fire fighting vehicles whichever is greater. All mooring fittings shall be accessible by foot traffic, (e.g., line handlers). Mooring fittings requiring boat access will not be acceptable.

(c) The dock shall safely support vertical live loads as provided in the sub-paragraphs below.

(i) Support uniform loading of 425 lbs. per square foot in all areas.

(ii) The dock shall support a point-load characterized by a small tire warehouse forklift with 4,000-lb load.

(iii) The dock shall support truck loading to include the heaviest local fire fighting vehicle used in fire fighting efforts and American Association of State Highways and Transportation Officials (AASHTO) standard HS 20-44 truck. Standard HS 20-44 can be found in the Standard Specification for Highway Bridges and is available at the following address:

AASHTO  
444 N. Capitol St., N.W.  
Suite 225  
Washington, D.C. 20001  
(202) 624-5800

10. Present no obstruction, protrusion or obstacle that may prove hazardous to the ship and/or personnel.

11. The dock shall be located sufficiently distant from areas where sand, grit, dust, bird droppings or other airborne or waterborne substances could hazard the material readiness of the ship's equipment or crew safety. If foreign material is deposited on these vessels, the Contractor shall be responsible for the cost of cleaning the vessel to the satisfaction of the Government. Persistent deposits of foreign material are cause for termination of this contract by default.

12. The Contractor shall ensure that the layberth is protected by a well-maintained security fence preventing access by unauthorized personnel. If the layberth is part of a larger facility, there shall be a security fence separating the layberth from the rest of the facility.

(a) The security fence shall be of adequate height (minimum of eight (8) feet) and rimmed with razor or equivalent wire, so constructed around the berthing area to prevent unauthorized personnel from getting within 100 feet of the ship's hull and prevent unauthorized access to mooring fittings. Razor or equivalent wire shall also be used on all open side sections of the fence to prevent access around the fence. Perimeter fencing that runs over land to the water's edge shall extend eight (8) feet beyond the mean low water level. When fencing extends from the dock above the water, razor or equivalent wire will be placed on the bottom of the fence.

<b>Award/Contract Modification</b>	Document No. DTMA1D08010/0001	Document Title FSS - 2-Ship Gulf Coast	Page 13 of 15
------------------------------------	----------------------------------	---	---------------

(b) The fence shall have a gate of sufficient size to allow access of the size vehicles discussed in C.4. (A)(17). It shall have a lock with a card key/key code access system. The gate(s) shall be visible from the vessel. Card keys/access codes are to be provided to MARAD surveyors and appropriate crewmembers as determined by the ship manager.

(c) Fences and gates shall be properly maintained at all times. This includes, but is not limited to, ensuring that all fences, gates, and posts are free of rust, properly painted, vertically aligned and kept in a tear-free state (free from holes).

13. The Contractor shall ensure personnel and contractor access to and security of the facility to meet the requirements set forth in the sub-paragraphs below.

(a) Layberth and ship access shall be available at all times (including Contractor provided access between nested vessels) to facilitate training, crew boarding, cargo handling, ship husbanding, activations, and repair services required by the Government or its contractors.

(b) The Government/Ship Manager reserves the right to subcontract for ship repair and/or stevedore services of its own choosing for the purpose of performing work onboard, or associated with the vessel, at all times that the vessel is moored at the facility. Said contractors and subcontractors shall be provided with unencumbered access to the vessel (including support vehicles) including, but not limited to, access across any and all labor related picket lines. The ship's crew shall be permitted to load ship's stores and spare parts without the assessment of stevedore's fees.

14. The layberth and structures adjacent to the layberth shall not present a fire hazard to the vessel(s).

15. The Contractor shall be responsible for, and bear all expenses associated with ensuring that there are properly paved and maintained access roads, (including bridges and tunnels if applicable) within the layberth facility. At all times during the term of this contract, access roads (including bridges and tunnels) shall not present obstructions nor restrict the safe access to the dock by personnel and vehicular traffic including all local firefighting vehicles and AASHTO HS 20-44 trucks.

16. The access roads and bridges shall have sufficient load bearing capacity and dimensions for AASHTO standard HS 20-44 truck traffic and the largest and heaviest local firefighting vehicles.

17. There shall be an adequately sized turn around area to enable AASHTO standard HS 20-44 trucks to turn around. The turn-around area shall be in close proximity to the dock apron so that such vehicles can turn around and back up to the dock or turn around before leaving via the access road.

18. Provide a paved, fenced, lit, and well-maintained parking area. There shall be at least 20 spaces for automobiles and/or small trucks for each ship. Parking spaces shall be clearly marked and be at least 10 feet wide and 20 feet long. The parking spaces shall not infringe on the access requirements defined in C.4. Lighting intensity shall be at least 1.0 foot-candles. It is recommended that the parking area be no closer than 100 feet to the vessel(s) and no farther than 500 feet from the vessel(s) but must meet the criteria identified in the sub-paragraph below.

(a) Does not require motorized transport between the parking area and the vessel.

(b) Does not require authorized personnel to pass through additional security check-points.

(c) Does not require crossing major traffic routes or if part of a larger facility does not require crossing inbound/outbound truck traffic lanes.

(d) Can not be more than 1380 feet from the pier entrance point.

(e) Near-vessel parking does not prevent delivery by truck to the vessel, does not reduce or inhibit truck turnaround area, and does not inhibit, block, or otherwise obstruct the 2-way passage of emergency vehicles throughout the length of the layberth.

19. Road maintenance within the layberth facility shall be the responsibility of the Contractor. All access roads, roadways, and layberth shall be kept clear from snow, ice, debris, potholes and vegetation at all times.

20. Provide lighting of at least 1.0 Foot-candles on the layberth for its entire length and width to include all mooring points to permit safe passage of personnel, line handlers, etc.

<b>Award/Contract Modification</b>	Document No. DTMA1D08010/0001	Document Title FSS - 2-Ship Gulf Coast	Page 14 of 15
------------------------------------	----------------------------------	---	---------------

21. Ensure that telephone communication with the facility operator and/or manager are available to the Government on a 24-hour a day, seven-day a week basis. The Contractor shall maintain telecopier capability (fax machine) in support of this requirement during normal working hours at the place of business.

22. The port must be navigable 24 hours a day under normal conditions.

23. Contractor shall have a layberth security plan, and have an Oil spill plan for their facility that is in accordance with the Clean Water Act.

24. There shall be an availability of first responders to include local fire-fighting, police and emergency resources for combating a vessel fire or other emergency at the layberth. All first responders shall be located within a 15-minute transit time of notification to the layberth.

(B) The following services shall be provided by the Contractor at the layberth.

1. Separate shore power outlets, connections and electric company metered services for each ship (including cables and attachment fittings approved by U.S. Coast Guard or American Bureau of Shipping) rated to meet the 3-phase/60hz electrical requirements identified in Section J to supply electric power for machinery tests, dehumidification equipment and cathodic protection. Electric service shall provide circuit breakers equipped with short circuit and overload protection on all three phases, and when using single conductor cables, they must be of the same length, new and/or in good condition.

2. Three telephone lines for each ship (including cables, attachment fittings, jack, and phones) shall be provided. Initial activation and ongoing service charges for the three lines shall be paid for by the Ship Manager/General Agent. Any additional lines requested by the Ship Manager/General Agent will be at their expense.

3. An industrial size dumpster (minimum size shall be 4.0 cubic yards), shall be located within 100 feet of the gangway base of each ship. Contractor shall have the dumpster emptied on a regular basis, not less than weekly.

4. Layberth potable water service with demonstrated pressure maintained at minimum of 40 PSI via a minimum of a two and one-half inch (2½ inch) line capable of a minimum requirement of 200,000 gallons per day (g.p.d.).

5. The dock shall have a suitable landing area to receive the vessel's accommodation ladder at any water level. If at any time it is determined by the Government that the platform is improperly positioned or of insufficient size, it is the Contractor's responsibility to resolve the problem at Contractor's expense. This would include fabricating and installing a separate and distinct gangway system, if determined necessary by the Government.

6. The layberth operator will not be responsible for providing internet service but must identify availability of Hi-speed internet access to or at the facility (other than satellite), (i.e. DSL capable phone lines, internet cable).

(C) The layberth facility shall be located in or near a full service port complex that has the services available as identified in the sub-paragraphs below. (Where not otherwise stated below, to be located in the full service port complex the facility for the required service shall be located no farther than 15 miles from the Contract's layberth).

1. There shall be at least 3 existing ship repair companies that in their normal course of business perform ship repair services for comparable ocean-going vessels. Company facilities shall be located within 30 miles driving distance from the layberth. The businesses must be able to respond 24 hours a day and provide services including but not limited to the following crafts: welders, machinists, boilermakers, mechanics, pipe fitters, riggers, electricians, labor, and other skilled trades. In addition, companies shall have timely access to all materials and tools customary to the business of ship repair and ship repair services.

2. There shall be pilot services available 24 hours a day and seven days a week to support individual or multiple simultaneous vessel movements.

3. There shall be tugs normally involved in commercial ship-assist/harbor movements capable of arriving at the vessels within 120 minutes of request for service. The normal "home" dock for each ship-assist tug shall be no more than 15 nautical miles via navigable waterways from the layberth site. There shall be adequate ship-assist harbor tugs to safely move all the vessels under this layberth contract, while in a dead ship status, independently and simultaneously. This includes but is not limited to moving the ships

<b>Award/Contract Modification</b>	<b>Document No.</b> DTMA1D08010/0001	<b>Document Title</b> FSS - 2-Ship Gulf Coast	Page 15 of 15
--	---	--	---------------

to a safe anchorage, to another facility within the port complex, and maneuvering the ships within navigable turning basin and shipping channels.

4. There shall be commercial water-borne bunkering services for ocean-going vessel(s) within 24 nautical miles transit via navigable waterways of the layberth. The bunker loading facility shall be normally used for the purpose of loading bunker barges for ship fueling needs from shore based storage tanks.
5. There shall be oily waste disposal services and a US Coast Guard recognized Oil Spill Response Organization within 2 hours waterborne transit via navigable waterways from the layberth.