

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 PAGE 1 OF 70

2. CONTRACT NO. DTMA2C09008
 3. AWARD/EFFECTIVE DATE 05/29/2009
 4. ORDER NUMBER
 5. SOLICITATION NUMBER DTMA2R09002/0005
 6. SOLICITATION ISSUE DATE 04/07/2009

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Monique Leake
 b. TELEPHONE NUMBER (No collect calls) (757) 441-3246 ext.
 8. OFFER DUE DATE/ 04/21/2009 LOCAL TIME 2:30 pm

9. ISSUED BY
 DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200
 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
 TEL: (757) 441-3245 ext.
 FAX: (757) 441-6080 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 0.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS: 336611
 SIZE STANDARD: Over 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
 U.S. MERCHANT MARINE ACADEMY Waterfront
 Kings Point, NY 11024-1699
 Attn: CDR Chris Gasiorek

16. ADMINISTERED BY
 DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505

17a. CONTRACTOR/OFFEROR
 NORTH FLORIDA SHIPYARDS, INC.
 2060 E ADAMS ST
 JACKSONVILLE, FL 32202-1212
 TELEPHONE NO.(904) 354-3278 ext. 205

18a. PAYMENT WILL BE MADE BY
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P SAR Invoices Branch, AMZ-150 PO Box 25710,
 Oklahoma City, OK 73125

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 1,133,943.72

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.
 29. AWARD OF CONTRACT: REF. DTMA2R09002/0005 OFFER DATED 04/20/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 30a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) Matthew J. Self, President
 30c. DATE SIGNED 6/3/09
 31b. NAME OF CONTRACTING OFFICER (Type or print) Milton G. Spears
 31c. DATE SIGNED 6/8/2009

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Line Item Summary	Document Number DTMA2C09008	Title KP FY-09 Drydocking	Page 3 of 70
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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
See Line Item(s)
Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
<i>DUNS #093598548</i>						
0001	GENERAL SERVICES		30.00	DAY	\$5,778.000	\$ 173,340.00
		(07/03/2009 to 08/14/2009)				
	Offeror insert number of days before IAW Section FAR 52.211-08 "Time of Delivery" 28 DAYS					
	Performance Work Statement (PWS) Item No. 100 (All items within Section from No. 101 to 122)					
0002	DRYDOCKING		0.00	NSP	\$.000	\$ 0.00
0002AA	DRYDOCK VESSEL		1.00	JOB	\$47,069.000	\$ 47,069.00
	PWS Item No. 201					
0002AB	HULL PREPARATION AND COATING		1.00	JOB	\$74,281.000	\$ 74,281.00
	PWS Item No. 202					
0002AC	ANTI-BIOFOULING SYSTEM MAINTENANCE		1.00	JOB	\$14,852.000	\$ 14,852.00
	PWS Item No. 203					

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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
 See Line Item(s)
 Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0002AD	RENEW ZINC ANODES PWS Item No. 204		1.00	JOB	\$12,609.000	\$ 12,609.00
0002AE	RUDDER AND SKEG INSPECTION PWS Item No. 205		1.00	JOB	\$37,876.000	\$ 37,876.00
0002AF	PROPELLER SHAFT WEARDOWN READINGS PWS Item No. 206		1.00	JOB	\$3,647.000	\$ 3,647.00
0002AG	TAILSHAFT AND PROPELLER INSPECTION PWS Item No. 207		1.00	JOB	\$71,031.000	\$ 71,031.00
0002AH	INTERNAL EXAMS OF BALLAST TANKS, FUEL TANKS, VOIDS, ETC.. PWS Item No. 208		1.00	JOB	\$71,578.000	\$ 71,578.00

Line Item Summary	Document Number DTMA2C09008	Title KP FY-09 Drydocking	Page 5 of 70
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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
See Line Item(s)
Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0002AI	TANK RECOATING		1.00	JOB	\$56,576.000	\$ 56,576.00
	PWS Item No. 209					
0002AJ	SEA VALVE AND OVERBOARD VALVE EXAMINATION		1.00	JOB	\$22,940.000	\$ 22,940.00
	PWS Item No. 210					
0002AK	WASTER PIECE EXAMINATION		1.00	JOB	\$10,996.000	\$ 10,996.00
	PWS Item No. 211					
0002AL	BOW THRUSTER MAINTENANCE		1.00	JOB	\$16,160.000	\$ 16,160.00
	PWS Item No. 212					
0002AM	ULTRASONIC/AUDIO HULL GAUGING - ABS SSH NO. 5		1.00	JOB	\$9,147.000	\$ 9,147.00
	PWS Item No. 213					

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Total Funding: \$1,133,943.72

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
See Line Item(s)											
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0002AN	ANCHOR CHAINS AND LOCKERS		1.00	JOB	\$34,028.000	\$ 34,028.00
	PWS Item No. 214					
0003	MACHINERY WORK ITEMS		0.00	NSP	\$.000	\$ 0.00
0003AA	GAUGE CALIBRATION		1.00	JOB	\$14,737.000	\$ 14,737.00
	PWS Item No. 301					
0003AB	PIPING REPAIRS		1.00	JOB	\$19,312.000	\$ 19,312.00
	PWS Item No. 302					
0003AC	CLEANING MAIN AND AUXILIARY SWITCHBOARD		1.00	JOB	\$8,095.000	\$ 8,095.00
	PWS Item No. 303					

Line Item Summary	Document Number DTMA2C09008	Title KP FY-09 Drydocking	Page 7 of 70
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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
See Line Item(s)
Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0003AD	MAIN PROPULSION E-MOTOR AIR COOLERS PWS Item No. 304		1.00	JOB	\$23,500.000	\$ 23,500.00
0003AE	PORT & STARBOARD MAIN PROPULSION MOTOR'S PEDESTAL BEARINGS AND THRUST BEARING INSPECTION (ABS) PWS Item No. 305		1.00	JOB	\$20,177.000	\$ 20,177.00
0003AF	CLEAN SEA WATER PIPING PWS Item No. 306		1.00	JOB	\$34,850.000	\$ 34,850.00
0003AG	MACHINERY SPACE VENTILATION SYSTEM CLEANING PWS Item No. 307		1.00	JOB	\$6,392.000	\$ 6,392.00
0003AH	STEERING GEAR ROOM AIR SUPPLY FAN AND MOTOR PWS Item No. 308		1.00	JOB	\$5,200.000	\$ 5,200.00

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Total Funding: \$1,133,943.72

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
See Line Item(s)											
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0003AI	FIRE/BALLAST PUMPS AND SALT WATER PUMPS INSPECTION PWS Item No. 309		1.00	JOB	\$19,329.000	\$ 19,329.00
0004	TOPSIDE WORK ITEMS		0.00	NSP	\$.000	\$ 0.00
0004AA	RESCUE BOAT FALLS RENEWAL PWS Item No. 401		1.00	JOB	\$4,909.000	\$ 4,909.00
0004AB	SHIP'S STORE CRANE INSPECTION PWS Item No. 402		1.00	JOB	\$9,618.000	\$ 9,618.00
0004AC	CLEANING GALLEY RANGE EXHAUSTS SYSTEM PWS Item No. 403		1.00	JOB	\$2,589.000	\$ 2,589.00

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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0004AD	GALLEY ELECTRIC RANGE		1.00	JOB	\$16,416.000	\$ 16,416.00
	PWS Item No. 404					
0004AE	COURSE RECORDER		1.00	JOB	\$1,495.000	\$ 1,495.00
	PWS Item No. 405					
0004AF	INSTALLATION OF SIMPLIFIED VOYAGE DATA RECORDER SYSTEM		1.00	JOB	\$59,194.000	\$ 59,194.00
	PWS Item No. 406					
0004AG	DECK MACHINERY ABS INSPECTION		1.00	JOB	\$18,766.000	\$ 18,766.00
	PWS Item No. 407					
0005	SUPPLEMENTAL LABOR		400.00	MH	\$42.000	\$ 16,800.00

The labor rate offered 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.

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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	SUPPLEMENTAL MATERIAL		1.00	NTE	\$20,000.000	\$ 20,000.00
	THIS IS A NOT TO EXCEED AMOUNT.					
	The allowance for supplemental material is for direct costs only. Any allowance for handling, equipment, profit and overhead is to be included in the associated supplemental labor rate. Supplemental material will be payable to the contractor only to the extent authorized as part of supplemental growth work.					
	A cost of \$20,000.00 should be used for proposal submission purposes.					
0007	SUPPLEMENTAL STEEL RENEWAL AND HULL WELDING		0.00	NSP	\$.000	\$ 0.00
	NOT SEPARATELY PRICED					
	PWS Item No. 502					
0007AA	RESERVED		0.00	EA	\$.000	\$ 0.00
0007AB	RESERVED		0.00	EA	\$.000	\$ 0.00
0007AC	FLAT PLATE		1.00	LBS	\$7.500	\$ 7.50

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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
 See Line Item(s)
 Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0007AD	RESERVED		0.00	EA	\$.000	\$ 0.00
0007AE	RESERVED		0.00	EA	\$.000	\$ 0.00
0007AF	SHAPED PLATE		1.00	LBS	\$9.750	\$ 9.75
0007AG	RESERVED		0.00	EA	\$.000	\$ 0.00
0007AH	RESERVED		0.00	EA	\$.000	\$ 0.00

Line Item Summary	Document Number DTMA2C09008	Title KP FY-09 Drydocking	Page 12 of 70
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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
 See Line Item(s)
 Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0007AI	COMPOUND PLATE		1.00	LBS	\$13.500	\$ 13.50
0007AJ	RESERVED		0.00	EA	\$.000	\$ 0.00
0007AK	RESERVED		0.00	EA	\$.000	\$ 0.00
0007AL	BULKHEADS		1.00	LBS	\$7.500	\$ 7.50
0007AM	INTERNALS		1.00	LBS	\$9.750	\$ 9.75

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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
 See Line Item(s)
 Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0007AN	GOUGE/VEE OUT AND REWELD 1/2 INCH WELDS		1.00	FT	\$194.000	\$ 194.00
0007AO	CLEAN AND BUILD-UP WITH WELD 1/2 INCH WELDS		1.00	FT	\$110.000	\$ 110.00
0008	SUPPLEMENTAL DRYDOCK AND WET BERTH DAYS NOT SEPARATELY PRICED PWS Item No. 503		0.00	NSP	\$.000	\$ 0.00
0008AA	HAUL DAY		1.00	DAY	\$12,717.000	\$ 12,717.00
0008AB	DRYDOCK LAY DAY		1.00	DAY	\$1,130.000	\$ 1,130.00

Line Item Summary	Document Number DTMA2C09008	Title KP FY-09 Drydocking	Page 14 of 70
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Total Funding: \$1,133,943.72

FYs **Fund** **Budget Org** **Sub** **Object Class** **Sub** **Program** **Cost Org** **Sub** **Proj/Job No.** **Sub** **Reporting Category**
See Line Item(s)
Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0008AC	WET DOCK LAY DAY		1.00	DAY	\$1,850.000	\$ 1,850.00
0009	SUPPLEMENTAL AUDIO GAUGINGS		1.00	EA	\$7.500	\$ 7.50
	PWS Item No. 504					
0010	SUPPLEMENTAL TANK VENT PIPE RENEWAL		0.00	NSP	\$.000	\$ 0.00
	NOT SEPARATELY PRICED					
	PWS Item No. 505					
0010AA	1-1/5 INCH VENT PIPE		1.00	EA	\$1,645.000	\$ 1,645.00
0010AB	2 INCH VENT PIPE		1.00	EA	\$2,193.000	\$ 2,193.00

Line Item Summary	Document Number DTMA2C09008	Title KP FY-09 Drydocking	Page 15 of 70
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Total Funding: \$1,133,943.72

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
See Line Item(s)
 Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0010AC	2-1/2 INCH VENT PIPE		1.00	EA	\$2,741.000	\$ 2,741.00
0010AD	3 INCH VENT PIPE		1.00	EA	\$3,290.000	\$ 3,290.00
0010AE	4 INCH VENT PIPE		1.00	EA	\$4,486.000	\$ 4,486.00
0011	SUPPLEMENTAL - INSTALLATION OF NEW ANCHOR RIDING CHOCKS (OPTION) PWS Item No. 506		1.00	JOB	\$15,248.000	\$ 15,248.00
0012	SUPPLEMENTAL - OVERHAUL NO. 4 MAIN GENERATOR ENGINE (OPTION) PWS Item No. 507		1.00	JOB	\$118,242.000	\$ 118,242.00

Line Item Summary	Document Number DTMA2C09008	Title KP FY-09 Drydocking	Page 16 of 70
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Total Funding: \$1,133,943.72

FYs **Fund** **Budget Org** **Sub** **Object Class** **Sub** **Program** **Cost Org** **Sub** **Proj/Job No.** **Sub** **Reporting Category**

See Line Item(s)

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0013	SUPPLEMENTAL - PAINTING OF MAIN GENERATOR ROOM BILGE (OPTION) PWS Item No. 508		1.00	JOB	\$12,533.000	\$ 12,533.00
0014	SUPPLEMENTAL - OILY WATER, DIRTY OIL, AND SLOP REMOVAL PWS Item 501.		1.00	GAL	\$.220	\$ 0.22
Total Cost:						\$1,133,943.72

In order for an invoice to be processed for payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.

Contract Level Funding Summary	Document Number	Title	Page
	DTMA2C09008	KP FY-09 Drydocking	17 of 70

2009 - 70 - X1750 - MMC 7C0 - SH - IP00 - 1 - 00000 - 21100 - - - - 25421 - 6100 - 6600 -
 \$198,324.00

2009 - 70 - X4303 - COR 7ND - RF - 76KP - D - 000016 - 0000 - - - - 25421 - 6100 - 6600 -
 \$935,619.72

Total Funding: \$1,133,943.72

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COMMERCIAL CLAUSES

1 RESPONSE TO POTENTIAL OFFEROR QUESTIONS

RFP DTMA2R09002 - RESPONSE TO POTENTIAL OFFEROR QUESTIONS

Question: PWS Item No. 209 "TANK RECOATING"

1. In Work Item 209, please confirm whether the interconnecting piping between the port and starboard sections of this tank are to be included in the surface preparation and coatings? Please identify number and diameter of interconnecting pipes?
2. In Work Item 209, please confirm the total capacity of this tank?
3. In Work Item 209, please confirm the standard of surface preparation for the tank interior surfaces? Intertuff 262 (or equivalent) surface tolerant epoxies typically require a WJ-3L (Commercial) blast equivalent

Response:

Work Item 209 entitled "Tank Recoating" is hereby amended as follows:

- 1) Change wording in LOCATION / DESCRIPTION as follows:

4-72-0 Anti-Rolling Tank, Fr. 71 to 77, Port to Starboard side one common tank.
Capacity: 18.6 Metric Ton.

- 2) STATEMENT OF WORK REQUIRED

Page 49, Paragraph 5 changes the entire paragraph to read as follows:

"Provide labor, material and equipment to hydro blasting the Anti-Rolling Tank (4-72-0) in its entirety interior surfaces including all structural members, piping, ladders, platforms, etc., to Commercial Blast (SP-6 / WJ-3L) bare metal surface. Then, the cleaned surfaces shall be high-pressure washed (3000 psi) with fresh water; all residues shall be removed and discarded by Contractor"

Question: PWS Item No. 404 "GALLEY ELECTRIC RANGE"

Toastmaster dissolved their company of old parts in 2006. Company was bought off then in 2007. The only parts that may be available is the element...which is far from an overhaul.

Response:

Work Item 404 entitled "Galley Electric Range" is hereby amended as follows:

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1) STATEMENT OF WORK REQUIRED

Page 76 "STATEMENT OF WORK REQUIRED" 2nd paragraph is hereby deleted in it's entirety and replaced as follows:

"Contractor shall provide and renew the existing "Toastmaster 436 Electric Range All Combination with Grill and Hot Plates" with U.S. Made, Marine/Commercial Electric Range Combination. The new electric range shall be equal to the existing unit in configuration, size, capacity, electrical current, etc., the combination shall be provided with Grill and Hot Plates. The selected unit shall be submitted to COTR for approval prior to purchase.

Contractor shall disconnect and remove the existing electric range combination unit from ship and dispose the same. Prepare the space for install the new electric range; the entire spaces shall be cleaned, modify the mounting foundation to fit the new electric range, clean and paint all the disturbed and new surfaces to match the adjusting areas.

Rig and install the new electric range combination unit onto the prepared foundation with new stainless steel bolting material, connect the electric range to the existing power supply system. Test operating the new electric range to the satisfactory of Chief Engineer. Repair all the disturbed stainless steel counter tops, cabinets and bulkhead grease sheltered sheets. Grind smooth all the repaired seams/butts and surfaces."

2 LIST OF AVAILABLE DRAWINGS FOR REFERENCE

The following list of vessel drawings are available by reference to all potential offerors. Drawings are provided on a CD in Acrobat "pdf" format. All interested offerors may request reference drawings in writing via e-mail or fax to Contracting Officer at monique.leake@dot.gov or (757) 441-6080. All requests will be mailed via overnight mail.

All drawings are for a 224 ft T-AGOS Class Vessel

- Shell Expansion Drawing #111-000007
- Shaft Struts Drawing #114-000024
- Shafting Details Drawing #243-0000224
- Shafting ASSY Drawing #243-0000225
- Rudder & Rudder Trunk AAR & DET Drawing #562-0000030
- Booklet of General Plans Drawing #801-0000105
- Rudder & Canard Details and Arrangements Drawing #562-6348692

3 52.211-08 TIME OF DELIVERY

JUNE 1997

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

CLIN 0001-0004 and 0005- 0014 within 30 days after notice to proceed

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award

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under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

4 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH SEPTEMBER
AND DEVELOPMENT R 2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$12,000 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

5 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS JUNE 2008

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

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- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-03 (see FAR 52.212-03(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting

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Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

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- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

6 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be submitted in triplicate (3 copies) in accordance with FAR 52.212-01, "Instructions to Offerors - Commercial Items." Each of the three factors (Price, Past Performance, and Technical/Management Proposal) shall be bound separately. Written proposals shall be inclusive of the following:

1. PRICE

- a. Individual prices for all items listed in the schedule, summed to establish a Total Price (Items 0001-0013).
- b. Proposed delivery schedule in accordance with FAR 52.211-08, "Time of Delivery."

2. PAST PERFORMANCE

- a. A list of all contracts, commercial and/or government performed within the last 3 years for work similar to the instant procurement, including a brief description, original contract dollar value, completed dollar value, original contract period of performance, completed period of performance, and customer point of contact (address, telephone number and e-mail).
- b. For each contract listed, if applicable, attach a narrative describing any significant problems experienced during contract performance and corrective action taken, and explaining any significant differences in original versus completed dollar value/period of performance.

3. TECHNICAL / MANAGEMENT PROPOSAL

- a. A narrative explaining the technical approach to completing the work explaining work sequencing logic.
- b. A preliminary schedule showing all the major work features in a time-scaled, bar-chart format.
- c. A list of proposed experts/technical representatives, including reference to the applicable schedule items requiring their services.
- d. Describe procedures for quality control and provide a copy of any special certifications required by the specifications.
- e. Describe plan for material procurement including, at a minimum, items to be procured, source of supply, and identification of long-lead material.
- f. Describe current safety and environmental procedures necessary to comply with federal, state and local regulations.

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(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Price
 - a. Individual prices for all items listed in the schedule, summed to establish a Total Price (Items 0001-0013).
 - b. Price-related - Financial advantage to the Government of shorter period of performance. See Proposed delivery schedule in accordance with FAR 52.211-08, "Time of Delivery."
2. Past Performance -
 - a. A list of all contracts, commercial and/or government performed within the last 3 years for work similar to the instant procurement, including a brief description, original contract dollar value, completed dollar value, original contract period of performance, completed period of performance, and customer point of contact (address, telephone number and e-mail).
 - b. For each contract listed, if applicable, attach a narrative describing any significant problems experienced during contract performance and corrective action taken, and explaining any significant differences in original versus completed dollar value/period of performance.

Data identified by offerors in their proposals will be evaluated, as well as additional past and present performance data available from other sources, and a level of confidence rating (i.e., assessment of the offeror's probability of successfully performing the contract) will be developed. Offerors without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance in accordance with FAR Part 15.305(a)92(iv), and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

Subfactors are listed in descending order of importance, with the exception of subfactor a. and b., which are equal in importance.

- i. Quality of service
 - ii. Timeliness of performance
 - iii. Cost control relative to emergent work
 - iv. Business relations
3. Technical/Management Capability - Subfactors are listed in descending order of importance with the following exceptions: Subfactor c. and d. are of equal importance. Subfactor e. and f. are of equal importance.
 - a. Soundness of the technical approach and work sequencing logic.
 - b. Completeness of the preliminary schedule.
 - c. Acceptability of proposed experts/technical representatives.
 - d. Effectiveness of quality control procedures and completeness of certifications.
 - e. Soundness of plan for material procurement and long lead material.
 - f. Effectiveness of safety and environmental procedures and demonstrated compliance.

All evaluation factors, other than price, when combined, are approximately equal to price.

(b) A written notice of award of acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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8 52.212-03 OFFEROR REPRESENTATIONS & CERTIFICATIONS-COMMERCIAL ITEMS

Offeror Representations and Certifications-Commercial Items (Jan 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 Name _____.
 TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.
 - (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
 - (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
 - (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.
- Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

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(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following): Number of Employees Average Annual Gross Revenues

50 or fewer \$1 million or less

51-100 \$1,000,001-\$2 million

101-250 \$2,000,001-\$3.5 million

251-500 \$3,500,001-\$5 million

501-750 \$5,000,001-\$10 million

751-1,000 \$10,000,001-\$17 million

Over 1,000 Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products: Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products: Line Item No. Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products: Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

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(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products. Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

9 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.212-03 Alt III	Offeror Representations and Certifications - Commercial Items - Alternate III	February 2002

10 52.212-04 **CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS** **MARCH 2009**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-

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563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly Am

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

11 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS.** **APRIL 2009**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

__ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

__ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

__ (ii) Alternate I (MAR 1999) of 52.219-5.

__ (iii) Alternate II (JUNE 2003) of 52.219-5.

__ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

__ (ii) Alternate I (OCT 1995) of 52.219-6.

__ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

__ (ii) Alternate I (OCT 1995) of 52.219-7.

X__ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

X__ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (OCT 2001) of 52.219-9.

X__ (iii) Alternate II (OCT 2001) of 52.219-9.

__ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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(ii)___ Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X___ (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)

X___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C.6962(i)(2)(C)).

X___ (21) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a - 10d).

X___ (22)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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X___ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

12 1252.217- GUARANTEE
70

MAY 2005

(a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

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(End of clause)

13 1252.217- PERFORMANCE
72

OCTOBER
1994

(a) Upon the award of the contract, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the contract has been awarded except in the case of emergency work ordered by the Contracting Officer in writing.

(b) The Government shall deliver the vessel described in the contract at the time and location specified in the contract. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the contract.

(c) The Contractor shall without charge,--

(1) Make available to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities at the plant acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The contract will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the contract without advance approval of the Contracting Officer. Dock and sea trials not specified in the contract shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

14 1252.217- SUBCONTRACTS
74

OCTOBER
1994

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

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(b) The Contractor shall be responsible to the Government for acts and omissions of its own employees, and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and material men.

(c) The Contractor shall, without additional expense to the Government, employ specialty subcontractors where required by the specifications.

(d) The Government or its representatives will not undertake to settle any differences between the Contractor and its subcontractors, or between subcontractors.

15 1252.217- TITLE OCTOBER
77 1994

(a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of this contract shall vest in the Government upon delivery at the location specified for the performance of the work.

(b) Upon completion of the contract, or with the approval of the Contracting Officer during performance of the contract, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipments.

(c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

16 1252.217- INSPECTION AND MANNER OF DOING WORK OCTOBER
85 2000

(a) The Contractor shall perform work in accordance with the contract, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause.

(b)(1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the contract, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under this contract shall be in accordance with the best commercial marine practices and the rules and requirements of all appropriate regulatory bodies including, but not limited to the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of offer, and shall be intended and approved for marine use.

(2) When Navy specifications are specified in the contract, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the contract, in addition to its rights under the Guarantee clause, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

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(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the contract, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the contract and for 90 days after the completion of all work required.

(d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the contract.

(e) The Contractor shall--

(1) Exercise reasonable care to protect the vessel from fire;

(2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials.

(3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4) Unless otherwise provided in the contract, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;

(5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair.

(6) Furnish the Contracting Officer a "gas-free" or "safe-for-hotwork" certificate before any hot work is done on a tank;

(7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

(8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(9) Be responsible for the proper closing of all openings to the vessel's underwater structure upon which work has been performed. The contractor additionally must advise the Government of the status of all valve closures and openings for which the contractor's workers were responsible.

(f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to--

(1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and

(2) Protect the stern tube and propeller hubs from frost damage.

(g) The Contractor shall, whenever practicable--

(1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and

(2) Provide Government personnel attached to the vessel access to the vessel at all times.

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(h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.

(i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

17 52.219-19 **SMALL BUSINESS CONCERN REPRESENTATION FOR THE
SMALL BUSINESS COMPETITIVENESS DEMONSTRATION
PROGRAM** **OCTOBER
2000**

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror is, is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. **[Check one of the following.]**

No. of Employees Avg. Annual Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

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18 1252.223- ACCIDENT AND FIRE REPORTING
71

MAY 2005

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- (2) Damage of \$1,000 or more to Government-owned or leased property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Government-owned or leased property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

(End of clause)

19 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS

Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

(a) Definition. As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations

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Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

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- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

20 52.232-18 AVAILABILITY OF FUNDS APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

21 52.233-02 SERVICE OF PROTEST SEPTEMBER 2006

(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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S Department of Transportation, Maritime Administration, Atlantic Division Contracts Office MAR-380.2, Bldg. 4D, Room 211, Norfolk, VA 23505.

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

22 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE OCTOBER 1994

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

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(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

23 52.245-01 GOVERNMENT PROPERTY (JUNE 2007)

(a) Definitions. As used in this clause—

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“Cannibalize” means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) “Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

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“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Plant equipment” as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting

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Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

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(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon—

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

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(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

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(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique Item Identifier (if available).
- (5) Accountable Contract number.
- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
- (11) Copies of all supporting documentation.
- (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

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(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of

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Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

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(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

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(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

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(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

24 SITE VISIT

A site visit will be conducted onboard the T.V. Kings Pointer, located at U.S. Merchant Marine Academy, Kings Points, New York, 03/16/2009, 10:00 a.m. ET. Prospective offerors planning to attend shall notify the Contracting Officer by 03/11/2009 at Monique.Leake@dot.gov or 757-441-3246. In order to make the conference as productive as possible, bidders are also requested to submit any questions from the review of the solicitation package or as a result of visiting the site should be submitted in writing (email) to the Contracting Officer prior to 03/23/2009. Responses to questions will be issued by amendment to the solicitation package.

Prospective offerors are, therefore, strongly urged to inspect the ship at the designated date/time, in order to understand the full scope of all work items. Failure to do so may result in bid or proposal errors which will be considered uncompensable by the Government.

Failure of a prospective offeror to submit any questions or to attend the conference will be construed to mean that the bidder fully understands all requirements of the solicitation. Prospective offerors are advised that the conference will be held solely to allow offerors an opportunity to gain the best possible understanding of the working environment and specific work items to be addressed under contract in order that they may prepare an accurate and complete proposal. All prospective offerors are advised that at the conclusion of the conference, unless this solicitation is amended in writing, it will remain unchanged and, that if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment shall be applicable. Written questions will be accepted from offerors up to but not following the cut-off date at 2:00 pm ET on 03/23/2009.

25 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

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(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) and material (in dollars) for such work in the Schedule B, the applicable supplemental work contract line item. The offeror shall specify an hourly composite billing rate in its proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; **ADDITIONAL INDIRECT CHARGES FOR MATERIALS AND SUBCONTRACTS WILL NOT BE ALLOWED.**

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Technical Representative (COTR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COTR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COTR shall submit to the contractor a supplemental work request that identifies the work to be accomplished.

(2.) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, or sooner, as specified by the COTR, provide the COTR with a proposed price for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts and allocated to the applicable supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.) (3.) through (c.) (6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

(3.) Notwithstanding the preceding, the COTR shall not authorize and the contractor shall not accept individual supplemental work authorizations from the COTR in excess of the price ceiling established by the Contracting Officer pursuant to paragraph (d.) (10.). In addition, the COTR shall not authorize and the contractor shall not accept a supplemental work authorization from the COTR that, when combined with all previously authorized supplemental work under the contract, exceeds the amount of labor hours and materials specified in the applicable supplemental work CLINs.

(4.) If the contractor requests an adjustment to the contract completion date in its proposal for the supplemental work, the COTR must refer the issue to the Contracting Officer for resolution, which could include modifying the performance period of the contract. All supplemental work must be accomplished within the contract performance period. The COTR shall not authorize and the contractor shall not accept supplemental work authorizations from the COTR that cannot be completed within the contract performance period.

(5.) If the COTR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures contained in the Changes clause incorporated in the contract. Specifically, the Contracting Officer shall have the option of (i) directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting

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from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

(d.) The following rules apply to supplemental work authorizations:

(1.) The COTR shall authorize supplemental-work only during the period of performance of the contract.

(2.) All authorizations for supplemental work are subject to the terms and conditions of the contract and must be within the scope of the contract.

(3.) If mailed, an authorization is considered "issued" when MARAD deposits the order in the mail. Authorizations may also be issued orally, or by written communications, that is hand-delivered or sent by facsimile or electronic transmission. Oral orders must be followed up by written confirmation as soon as practicable thereafter.

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c.)(5).

(5.) Unless the contractor otherwise explicitly notes in the supplemental work authorization, in consideration of the price of the order, the Contractor remises, releases, and forever discharges MARAD, its officers, agents, employees, and sureties from any and all civil claims and requests for equitable adjustment whatsoever, relating to, arising out of, or connected with said supplemental work authorization. Such release is full and final settlement of all claims and requests for equitable adjustment relating to, arising out of, or connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.

(6.) When MARAD requires supplies or services covered by the contract in an amount less than the total value of the contract, MARAD is not obligated to award supplemental work for the balance of the price bid or proposed for supplemental work. The Contractor is not obligated to honor additional supplemental work in excess of the estimated labor hours identified in the Schedule. This subparagraph does not affect or change the Contracting Officer's authority under the changes clause of the contract.

(7.) Except for limitations of labor hours estimated in the Schedule, there is no limit to the number of supplemental work authorizations that may be issued. MARAD may issue supplemental work authorizations requiring delivery or performance in multiple locations, if the contract contemplates multiple locations.

(8.) In the event a supplemental work authorization covers a series of related procedures, the Contracting Officer may request the Contractor to furnish separate prices for each item of the work.

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(9.) If not otherwise provided, the Contracting Officer may request at any time during performance of supplemental work a list of subcontractors performing work covered by the supplemental work, the dollar value of the respective subcontracts, and a description of the subcontracted work, and the contractor shall promptly provide the requested information.

(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \$10,000.

26 PRE-PERFORMANCE CONFERENCE

If the Contracting Officer decides to conduct a pre-performance conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

27 MCL.H-3 INDEMNITY AND INSURANCE

AUGUST
2005

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 prior to Notice to Proceed 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 two days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

28 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

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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, 400 Seventh Street, S.W., Washington, DC 20590.

(d) **FORM OF CONFIRMATION**

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(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, 400 Seventh Street, S.W., 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.

29 MCL.H-7 ENVIRONMENTAL CONCERNS/ASBESTOS AUGUST
RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND 2005
PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE

The Contractor must recognize that MARAD vessels often contain hazardous substances, hazardous materials, petroleum and petroleum products, the handling, removal, storage, transportation and disposal of which is required in the performance of work. Such hazardous substances, hazardous materials, petroleum products include but are not limited to: Asbestos, used in heat and electrical insulation, brake linings, deck covering, boiler refractors, joiner work and other areas; mercury; petroleum products; hydraulic oils; liquid cargo products; lead in marine compounds, products and other areas; chromium; tin in anti-foulants and other areas; zinc; polychlorinated biphenyls (PCBs), found in some electrical cable, rubber gaskets, felt gaskets, thermal insulation material (fiberglass, felt, foam and cork), transformers, capacitors or voltage regulators, switches, reclosers, bushings, electromagnets, adhesives, tapes, oil (leaks, spills as well as electrical equipment, motor, anchor windlasses and hydraulic system containing oil), surface contamination of machinery and other solid surfaces, oil based paint, caulking, rubber isolation mounts, foundation mounts, pipe hangers, light ballasts and plasticizers, and other hazardous substances used aboard ship while in operation and/or in Phase IV maintenance.

In performance of the work by the Contractor, the most recent edition of any applicable statute, regulation, standard, or code shall be in effect. Where a conflict among requirements or specifications exist, the most stringent requirements shall be utilized.

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

The term hazardous substance has the meaning ascribed to it by 42 U.S.C. §9601(14). The term hazardous materials has the meaning ascribed to it by 49 CFR 171.8. The term hazardous material, is as defined for hazardous chemicals in 29 CFR 1910.1200.

Specific Requirement Standards: ASBESTOS

(a) All of the handling, removal, storage, transportation and disposal work shall be done in strict compliance with all applicable Federal, State and local statutes, regulations, standards, and codes governing asbestos, asbestos abatement, asbestos disposal and any other trade work done in conjunction with asbestos abatement including, but not limited to:

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- (1) Occupational Safety and Health Administration (OSHA):
Title 29, CFR, Section 1910, Occupational Safety and Health Standards
Title 29, CFR, Part 1915, Occupational Safety and Health Standards for Shipyards Employment
Title 29, CFR, Part 1926, Safety and Health Regulations for Construction
Title 29, CFR, Section 1910.1200 Hazard Communication
Federal Register, dated June 20 and October 17, 1986, Occupational Exposure to Asbestos,
Tremolite, Anthophyllite, and Actinolite; Final Rule. (29 CFR Parts 1910 and 1926)
- (2) Environmental Protection Agency (EPA)
Title 40 CFR Part 61, Subparts A and M (revised Subpart B) National Emission Standard for Hazardous Air Pollutants
(Asbestos) and Part 763 Asbestos.
Title 40 CFR Part 63, National Emission Standard for Hazardous Air Pollutants Subpart II National Emission Standards
for Shipbuilding and Ship Repair (Surface Coating)
- (3) Maritime Administration (MARAD)

Action Plan for the Control of Asbestos Exposures and Uses in MARAD Programs.

NOTE: This action plan is available upon written request to:

Maritime Administration,
Office of Management Services, MAR-310
400 Seventh Street, SW., Room 7225
Washington, D.C. 20590
ATTN.: Safety Officer.

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

Safe, proper and lawful handling of hazardous substances, hazardous materials and petroleum products is the Contractor's responsibility whether or not it is identified as such in this contract or any attachment herein. The Contractor must determine for itself whether work specified in this contract requires the handling, removal, storage, transportation or disposal of hazardous substances, hazardous materials, petroleum products, and/or hazardous regulated or special wastes and price the bid or proposal accordingly. If available, MARAD will provide to the Contractor information regarding the existence and amount of any such material. No additional charges required for handling, removal, storage, transportation, or disposal of any hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes in the specified work will be allowed after award is made. Except to extent such additional changes result from the existence of hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes that could not have been reasonably anticipated. In the event of the discovery of such material, a condition report shall be issued. The cost of such additional work will be fixed at the unit price provided in the bid. The work can proceed only upon written approval by the Contracting Officer. Any modification to the contract that increases the requirement for the handling, removal, storage, transportation and disposal of asbestos or other hazardous substances, hazardous materials, petroleum products, and/or hazardous, regulated or special wastes will be included in the agreed cost of the modification of the contract.

All of the handling, removal, storage, transportation and disposal work is to be done in strict compliance with all applicable Federal, State and local regulations, standards, and codes governing environmental compliance, including, but not limited to the following:

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,
Part 50, National Primary and Secondary Ambient Air Quality Standards
Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
Part 82, Protection of Stratospheric Ozone
Part 110, Discharge of Oil
Part 112, Oil Pollution Prevention

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Part 117, Determination of Reportable Quantities for Hazardous Substances
Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System
Part 261, Identification and Listing of Hazardous Waste
Part 262, Standards Applicable to Generators of Hazardous Waste
Part 279, Standards for the Management of Used Oil
Part 300, National Oil and Hazardous Substance Pollution Contingency Plan
Part 302, Designation, Reportable Quantities, and Notification
Part 355, Emergency Planning and Notification
Part 370, Hazardous Chemical Reporting: Community Right-to-Know
Part 372, Toxic Chemical Release: Community Right-to-Know
Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
Part 763, Asbestos

2. COAST GUARD (USCG) TITLE 33 CFR,

Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
Part 156, Oil and Hazardous Material Transfer Operations

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,

Part 1910, Occupational Safety and Health Standards
Part 1915, Occupational Safety And Health Standards for Shipyard employment
Part 1926, Occupational Safety and Health Regulations for Construction

4. RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA) TITLE 49 CFR,
Subchapter C, Hazardous Materials Regulations

The Contractor shall be required to demonstrate a through knowledge of and satisfactory record of compliance with all applicable Federal, State and local environmental statutes, regulations, standards, codes and guidelines governing environmental compliance as part of the pre-award survey.

The Contractor shall be responsible as the generator of all hazardous, solid, regulated and special waste that results from activities of the Contractor under this agreement. The Contractor is required to arrange for transportation and disposal of regulated waste generated during the ship's operational period if required by this contract. The Contractor shall be responsible for all permitting, reporting, transporting, documenting and /or disposing of said wastes and for obtaining all appropriate Environmental Protection Agency Identification Numbers and permits and/or state or local equivalent. In addition, the contractor shall be responsible for:

- (a) conducting required laboratory testing;
- (b) maintaining any and all required records;
- (c) filing any and all reports required by Federal, State or local statute, regulation, standard or guidelines to be filed by the Generator of such waste or the holder of such permits, or numbers; and,
- (d) complying with all applicable Federal, State and local statutes, regulations standards, codes, or guidelines.

The Contractor shall provide all documentation to the COTR pertaining to the sampling, analysis, storage, transportation and disposal of all wastes generated during the contract.

ENVIRONMENTAL MANAGEMENT PLAN

For all work performed, the Contractor shall submit to the designated MARAD COTR or representative, an acceptable hazardous material and hazardous waste management plan to the COTR within one week after award. An acceptable plan shall address, as a minimum, the following requirements:

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- A. Environmental Protection Agency (EPA), State and local authority hazardous waste generator identification numbers or registration with the state or local equivalent, of the Contractor, his/her transporters, storage and disposal facilities (TSDFs).
- B. An inventory of all hazardous chemicals, compounds, and other agents brought aboard the vessel accompanied by their respective Material Safety Data Sheets. The Contractor shall provide and maintain the Material Safety Data Sheets for all hazardous materials in accordance with CFR 29 1910.1200.
- C. A list of all anticipated hazardous wastes to be generated and applicable reference to federal, state, and local regulations.
- D. Waste collection and containment procedures in accordance with 40 CFR 262.
- E. A hazardous materials spill and cleanup plan including tools and materials that will be on hand and readily available to facilitate containment and cleanup.
- F. Training certification for the environmental compliance manager and respective employees.
- G. The Contractor will identify and quantify the amount of hazardous waste generated in the course of the MARAD ship repair. Upon completion of the contract, cost and quantities will be summarized and forwarded to the Office of Environmental Activities MAR-820 Rm. 7209, 400 Seventh St., S.W., Washington, D.C. 20590 for annual OMB A-106 reporting requirements.

30 MCL.H-11 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP

AUGUST
2005

Any ship's equipment, fuel, lube oil, supplies, stores, furniture, fixtures, salvage, scrap and other movable property, removed from the vessel shall be and become the property of the Government and any ship's equipment, fuel, supplies, lube oil, stores, furniture, fixtures, salvage, scrap and other movable property so removed shall be disposed of in such manner as the Contracting Officer may direct, provided such direction is given to the Contractor within sixty (60) days from the date of the completion of the work. During said sixty (60) calendar days period such ship's equipment, fuel, lube oil, supplies, stores, furniture, fixtures, salvage, scrap and other moveable property shall be stored and protected by the Contractor without charge to the Government. If within sixty (60) calendar days such direction is not given to the Contractor, it shall, after said sixty (60) calendar days, store and protect the same in the Contractor's facility or outside of the Contractor's facility, at the Contractor's election, for the additional period directed by the Government. Such direction shall be covered by a change order, and the increased contract price for such additional storage shall be determined as provided in the changes provisions of this contract.

31 MCL.H-12 MARITIME LIENS, NO AUTHORITY TO INCUR

AUGUST
2005

- (a) The Contractor is an independent contractor and does not act as an agent for the Government, its agents, its vessels, servants, or employees.
- (b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.
- (c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well

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as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, or employees, whether known or unknown. The foregoing clause shall not prevent the Contractor's rights to proceed on this contract under the Contract Disputes Act.

(d) The Contractor shall pay when due all costs and expenses incident to the work performed by it or for its account. Neither the Contractor, nor its agents, servants, and employees, nor persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) shall have the power to incur any lien of any kind maritime or otherwise. Such entities shall not (i) create, incur, suffer, or permit to be placed or imposed upon any vessel (or portion thereof), any maritime lien or other lien or encumbrance or charge in any way arising from any act or omission or (ii) incur or allow their subcontractors to incur any debts, obligations, or charges upon the credit of the vessel or against the United States of America or its agents, servants, or employees.

(e) Although it is not intended that the Contractor shall have the power to incur such liens, the Contractor shall immediately discharge or cause to be discharged any lien or right in remedy of any kind, whether incurred by the Contractor or its subcontractors, other than in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.

(f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.

(g) From the start of work under this contract the Contractor shall cause a notice, reading as follows (or containing such other information as may be approved by MARAD), in plain type and of such size that the reading matter shall cover a space of at least 2 feet wide by 2 feet high in weather resistant paint to be placed and maintained by the gangway and shall read as follows:

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

This vessel is owned by the United States of America, acting by and through the Maritime Administration.

The Contractor, and all persons acting by, (prime contractor), at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed any lien or right in remedy of any kind upon any vessel upon which work is being performed under this Agreement. The Contractor, its agents, servants, and employees, have no authority, either express or implied, to pledge the credit of said vessel."

(h) At the option of MARAD, the Contracting Officer may require that as a condition either for entry upon a vessel of the MARAD by any subcontractor or in order for any subcontractor to provide necessities to a vessel of the MARAD, that such subcontractor shall on behalf of itself, its agents, subcontractors, servants, and employees, and all persons acting by, at the direction of, or on behalf of such subcontractor waive its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, and employees, known or unknown. The foregoing clause shall not prevent such subcontractor's right, if any, to proceed under the Contract Disputes Act.

(i) The foregoing clause shall not deprive MARAD of any of the rights or remedies which it has under the common law.

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The Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

33 MCL.L-2 AGENCY PROTESTS

AUGUST
2005

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

- (i) Name, address, and fax and telephone numbers of the protester.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.

34 DOL WAGE DETERMINATION

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Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

In pricing a proposal for work requirement in this solicitation, the Contractor is responsible for locating the applicable Department of Labor Wage Determination. This may be done online by first going to the URL <http://www.wdol.gov/> and following these steps:

1. Click on Selecting SCA WDs
2. Use drop down arrows to select the locality applicable to the location of your dry dock; click on Continue
3. Answer No to the question, "Were these services previously performed at this locality under an SCA-Covered contract?"
4. Answer No to the question, "Are the contract services to be performed listed below as Non-Standard Services?"
5. Click on Printer Friendly Version and print out the applicable wage determination.

Many of the occupations listed may not be applicable, but some will be applicable particularly in the 23000 Mechanics and Maintenance and Repair Occupations.

35 INVOICE SUBMISSION

INVOICE SUBMISSION - MARAD/SAR

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. If this information is omitted from the invoice, then invoice will be returned and payment will be delayed.
- 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 SAR 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 SAR Invoices Branch
AMZ-150

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6500 S MacArthur Blvd.
Oklahoma City, OK 73169

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

J.1 ATTACHMENTS

J-1. Performance Work Statement

PERFORMANCE WORK STATEMENT

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VESSEL PARTICULARS

NAME: T/V KINGS POINTER (ex USNS Contender- TAGOS 2)
TYPE: Twin-screw diesel-electric training vessel.
OFFICIAL REGISTRY NUMBER: CG002248
RADIO CALL SIGN: WTDL
CLASSIFICATION: ABS
BUILDER: Tacoma Boat Building Co., Tacoma Washington
KEEL LAID: 10 January 1983
COMMISSIONED: 29 July 1984
LENGTH OVERALL: 224' 00"
BEAM: 43' 00"
DESIGN DRAFT: 15' 01"
VERTICAL CLEARANCE:
(Air Draft) 71' 00"
DEADWEIGHT: 2,250 tons
USCG GROSS TONNAGE: 1,914 tons
USCG NET TONNAGE: 574 tons
CRUISING SPEED: 10 knots
COMPLEMENT: 47 Officers and Midshipmen
USCG CERTIFICATION: Public Nautical School ship
ABS CLASSIFICATION: †A1-E; Ice Class C; †AMS; †ACCU
MAIN ENGINES: Four (4) Caterpillar D398TA; 970 HP
MAIN GENERATORS: Four (4) Kato 600 kW, 600 VAC, 3 Phase
PROPULSION MOTORS: Two (2) General Electric, 800 HP, 750 VDC
BOW THRUSTERS: Harbormaster Model BT-550, 48" tunnel, 550 HP

DIESEL FUEL CAPACITY: 228,615 U.S gallons
SALT WATER BALLAST CAPACITY: 146,642 U.S. gallons
FRESH WATER CAPACITY: 5,099 gallons

SECTION 100: GENERAL SERVICES / REQUIREMENT

Item No. 101 OFFICE AND ADMINISTRATIVE SERVICES

ABSTRACT

This item describes the Administrative Services that the Contractor will provide during the contract performance period.

REFERENCES/ENCLOSURES

None

ITEM LOCATION/DESCRIPTION

None

NOTES

Contractor should note that a minimum of six crew members will be onboard during the duration of the contract period. Parking spaces near the vessel, adequate parking passes and security to be provided to accommodate these personnel.

STATEMENT OF WORK

Provide an office space with two (2) separate offices and one (1) reception area. Office spaces shall be provided with air conditioning, heat, lighting, desks, chairs, plan table (drafting board), water closet, shower and changing lockers, three (3) telephones with unrestricted local and domestic long distance service (telephone billing to be paid directly by the Contractor, Internet Access either with high speed "T1" or "Wireless" connections, eight (8) parking spaces next to the office, and custodian services for MARAD and USMMA representatives. This office shall be located within 100 feet of the ship's gangway.

Administrative services shall be provided from one (1) day before arrival of the vessel at the Contractor's facility through three (3) days following departure of the vessel from Contractor's facility:

Contractor shall furnish administrative services as follows:

Four (4) desks, four (4) swivel chairs, Office machine table (3' x 8') and four 4-drawer legal sized locking file cabinets, Coffee maker, stand-up refrigerator, (15 cu. ft. minimum), microwave and bottled refrigerated water cooler with sufficient bottled water for the duration of the contract. For estimating purposes allow for 10 gallons per week.

Private toilet and washroom facilities, including hot and cold water.

Clean towels, soap and hand cleaner on a daily basis.

Paper shredder.

Janitorial service on a daily basis to clean office and toilet areas.

Unobstructed access to subject office on a twenty-four hour, seven day a week basis for the duration of the contract.

One (1) plain paper fax machine with its own telephone line and number.

Three (2) Laser printers with scanner, Printer shall be HP 7410 Or 7200 All-in-One OfficeJet with all necessary supplies.

One (1) copy machine capable of copying legal size and letter size paper, with reduction and enlargement modes, automatic feed and collation capabilities with sufficient letter size and legal size paper for the duration of the contract period.

One plain paper fax machine.

Office supplies for four (4) persons.

Automatic time stamp clock.

Provide transportation to transport the Chief Engineer and to and from Contractor's and subcontractor's repair facilities in order to witness inspections/shop tests of equipment/machinery undergoing repair. If the inspection/test is out of town, the Contractor shall provide round trip airline tickets when the inspection/test can be completed on the same day. If additional days are required, the Contractor shall provide lodging and necessary expenses.

Item No. 102 WHARFAGE / LINE HANDLERS

ABSTRACT

This item describes the requirements for wharfage, mooring lines, gangway and fire escapes.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

Contractor's Facility

NOTES

Contractor shall provide a safe berth and adequate mooring for the vessel

throughout the period of performance. Reserves the right to review, approve, or disapprove in his sole opinion any Contractor proposed berthing arrangement.

The Contractor may be required at its cost to provide berth soundings, pier or mooring arrangement plans, mooring calculations, independent surveyor reports and/or regulatory approvals to if directed. The Contractor remains solely responsible for the complete safety of the vessel while it is in its custody.

STATEMENT OF WORK

Provide services of tugs, harbor pilots and line handlers to accept the delivery of the vessel at the Contractor's facility, to let go on redelivery, to dock, to undock, and to shift the vessel as may be required for the entire repair period and any extensions thereof.

Furnish labor to supply and handle lines to make vessel fast at pier and to shift within the Contractor's facility. Vessel is to be properly secured at all times. The vessel's mooring lines may be utilized. Lines that are not in use shall be properly stowed. All lines shall be protected from damage by sandblasting or other work. All lines used for mooring are to be maintained with Contractor-furnished rat guards at all times.

If the vessel requires ballast for either towing or trimming, tanks extending above the double bottom are to be treated against expansive ice damage if the vessel's repair port is in a freezing environment. Note that the vessel's ballast system will only be usable if work is not taking place on the system.

Provide safe and proper gangways for access to the ship at all times including during drydocking. Ship's equipment shall not be used. Gangways fitted shall be in compliance with Article 1501.44, "Access to Vessels", of Safety and Health Regulations for Ship Repairing promulgated by the Secretary of Labor pursuant to Public Law 85-742. Each gangway installed shall be outfitted with a stringer of lights running from the top of the gangway to the ground including any platforms and stairs used in conjunction with the gangway.

The lights shall be maintained in a safe and working condition and shall be illuminated at all times from dusk to dawn and in periods of reduced visibility from dawn to dusk. In addition, safety nets shall be provided and secured to the ship and to the pier edge so as to cover the area between the ship and pier and/or sides of the drydock in way of the means of access as follows:

For a distance of 6 feet on either side of the means of access if rigged as a thwart ship gangway, to extend 6 feet beyond the outboard side of the access ladder if hung parallel with the ship's side.

Item No. 103 SHORE POWER

ABSTRACT

This item describes the shore power requirements for the vessel during the availability.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

LOCATION: Shore power connection box is located outside mid-ships aft on the 01 deck

NOTES

None

STATEMENT OF WORK

Supply uninterrupted electric power to the vessel for lighting and other essential purposes via a Contractor-furnished shoreside breaker. Power supply is to be maintained to the vessel 24 hrs/day 7 days/week for the duration of the contract, including the time the vessel is on drydock. Current shall be a minimum of 400 amps to maintain and test essential equipment. The electric power shall be 440 Volts, 60 Hertz, 3-Phase. All power and or/lighting cable shall be furnished, connected, disconnected and removed by the Contractor. Contractor shall connect and/or disconnect shore power cables on arrival, during vessel shifts, when fleeting, and upon departure. The ship is equipped with a total of two (2) U.S. Navy Standard Shore Power Receptacles, 200 amps each. Contractor shall furnish two (2) 200 amp compatible shore power plugs connected to its shore power cable for connecting the shore power supply directly through the ship's shore power connectors located at the 01 Deck, mid-ship aft. Electric cables utilized by the Contractor for shore power shall be in good material condition and shall be free of torn, cracked, or non-watertight repaired insulation. Cables shall be clearly marked to ensure that they are readily identifiable at all times.

Provide and install a voltage recording device and continuously measure and record the voltages at the shore power to ship connection. These records to be taken at the ship location.

Cables damaged during the contract performance period shall be promptly replaced or repaired in an approved manner without delay.

Prior to energizing the shore power, phase rotation shall be jointly checked with the ship's Chief Engineer to ensure compatibility with the ship's electrical equipment.

Upon completion of repair availability disconnect power source and remove from vessel.

Special Note: 1) Contractor shall be responsible for replacing all burned-out lamps if the supplied shore power voltage at any time exceeds 480 Volts or is lower than 425 volts.

2) While the vessel is in drydock, the shore power to the vessel shall be fed off circuits independent of those serving equipment used to maintain the drydock, i.e., drydock pumps, lighting, etc.

Item No. 104 POTABLE WATER

ABSTRACT

It is the intent of this item is to provide distilled and potable water to the vessel, as required for testing, flushing, cleaning, and for filling of the vessel's potable water tanks.

REFERENCES / ENCLOSURES

None

ITEM LOCATION / DESCRIPTION

Total Two (2) tanks. Main Potable Water Tank; Propulsion motor space fwd tank, 2 ½ - 52-0 (4000 gals) Reserve potable Water Tank; Propulsion motor space aft tank, 2 ½ -58-0 (1000 gals) Fill connection located port side aft on main deck

NOTES

Allow 150 L/T of fresh Potable Water to fill vessel's potable water tanks

This allowance does not include water used during any flushing, cleaning testing.

Cost of disposal/removal of all water used for flushing, cleaning or testing is for Contractor's account.

All equipment used to transport and deliver potable water shall be designated for potable-water use only. This includes but is not limited to piping, hoses, and fittings. Owner's Representative shall inspect potable water connections prior to the filling of any potable tank.

Contractor shall certify that potable water provided is fit to drink.

STATEMENT OF WORK

Provide hoses and fittings, make all connections, disconnections and reconnections, and supply all potable water required for vessel sanitary, culinary, testing, cleaning and for filling of the vessel's potable water tanks via hoses fitted with vacuum breaker/back flow preventers.

Provide equipment and potable water to flush and refill ship's chilled water and engines' jacket water system.

Provide potable water to fill vessel's potable water tanks as needed during contract performance period.

Prior to redelivery of the ship, the Contractor shall fill the ship's potable water tanks. Approximately 150 Long Ton of potable water will be required. This amount is in addition to the aforementioned requirements.

Item No. 105 BILGES AND DRAIN WELLS

ABSTRACT

This item describes the requirements for bilge space pumping throughout the Contract.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

LOCATION: Bilge spaces throughout the vessel.

NOTES

None

STATEMENT OF WORK

Immediately upon the vessel's arrival at the Contractor's facility, four (4) generator room, three (3) motor room and one (1) steering gear room bilge wells are to be completely pumped down, opened, and entirely cleaned. Once all debris is removed, all surfaces within each well are to be de-greased by hand and appropriate detergent. After approval replace strainer plates in good order. The standing and wash water shall be pumped ashore to suitable holding tanks and properly disposed of by the Contractor.

The engine rooms' bilge/tank top bilge wells shall be left clean and dry on a daily basis. Contractor shall provide hoses, fittings and pumping equipment; make all connections and disconnections; and pump out the ship's oily water/sludge from the engine room bilge/tank top bilge wells to Contractor-furnished receiving tanks or containers ashore. Pumping shall be on a continuous basis as necessary. Ship's equipment shall not be used to pump any oily water, slops, or waste. Contractor shall dispose of all waste/oily water and maintain the tanks/containers empty and ready to receive pumped out liquids.

After all work is completed and just prior to redelivery of the ship, the Contractor shall use chemical to degrease and high pressure (3,000 psig) water jet clean the entire engine rooms' bilge/tank top surface. Pump and dispose of all oily water and chemical and leave the engine room bilge/tank top spaces in a dry and clean condition.

The Contractor shall dispose of oily water, sludge, chemical, waste material, etc., in compliance with all current Federal, State and Local anti-pollution and public health regulations.

Engine room bilges shall be left in a clean, dry condition at departure from the repair facility.

Item No. 106 WASTE WATER AND OILS

ABSTRACT

This item describes the requirements for the proper disposal of all liquid waste collected or removed from the vessel throughout the Contract.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

LOCATION: Tanks, voids and spaces throughout the vessel.

NOTES

None.

STATEMENT OF WORK

Immediately upon the vessel's arrival at the Contractor's facility, the Waste-Oil Tanks (4-66-1 & 2) are to be completely emptied. Approximately 7,000 gallons of waste oil to be pumping from the Waste Oil Tank. The waste oil shall be pumped ashore to suitable holding tanks and properly disposed of by the Contractor in accordance with Federal, State and Local Government EPA Regulations.

Contractor is responsible for removal and disposal of any water or other liquids drained from any system or equipment or used for flushing, cleaning or testing.

Item No. 107 GARBAGE AND TRASH

ABSTRACT

This item describes the requirements for garbage and debris removal in way of work areas and general clean up throughout the vessel during the course of the availability and final clean up prior to delivery to the owners.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

LOCATION: Throughout the vessel.

NOTES

None

STATEMENT OF WORK

Furnish labor to remove garbage and debris from the vessel on a daily basis. All accumulated debris shall be removed. At no time shall garbage and debris

be allowed to become hazardous to the well-being of personnel or the ship. Prior to redelivery, hose and wash all of the ship's external horizontal decks, deck house external vertical surfaces, and all other external surfaces with fresh water to the satisfaction of the COTR.

Clean and remove all dirt and debris from the ship on a daily basis. All areas involved in work or traversed by workers or equipment shall be left clean and in good order.

Provide two (2) waste containers on the vessel's gangway location. One container shall be for normal waste. The other shall for HazMat and shall be so marked. These containers shall be emptied on a daily basis. Contractor is responsible for the proper disposal of all waste removed from the vessel. In addition, provide daily (including Saturdays, Sundays, and Holidays) removal and disposal of all garbage and debris generated by the ship's crew. The crew will deposit such waste at a designated location on the ship in covered metal containers. These metal containers are to be furnished by the Contractor.

Provide trash receptacles in work areas only to prevent trash from being littered on the vessel. Receptacles shall be emptied on a daily basis, or as required.

The Contractor and Owner shall make a joint survey of the entire vessel at least three (3) days prior to delivery to determine final clean up.

Three days prior to delivery, all weather decks shall be washed down with fresh water.

Item No. 108 PROTECTIVE FLOOR COVERING

ABSTRACT

It is the intent of this item to protect the ship's decking for the duration of this contract.

REFERENCES

None

ITEM LOCATION/DESCRIPTION

LOCATION: Ship's office, classroom, all public passageways, and mess halls.

DESCRIPTION: Heavy template paper or equivalent

NOTES

None

STATEMENT OF WORK

Immediately upon arrival at the Contractor's facility and prior to allowing workers aboard, Contractor shall provide, install and secure protective covering on interior passageways and spaces prior to commencement of repairs.

All protective covering material shall be 1/8" thick plywood or Masonite or other suitable hardboard. Material shall be taped and adequately secured to the deck and bulkhead. Building paper or other paper products are not acceptable. In the event that the COTR finds excessive traffic in areas not specifically mentioned, these areas will be suitably covered at his direction and at no extra cost. These areas are to include, but not be limited to, the following:

Ship's Office
Mess rooms
Class Room
Main, 0-1, and 0-2 passageway decks
Staterooms in which work is being performed
Entrances into all accommodation passageways

Thoroughly clean decks and bulkheads prior to installing covering material. Protective coverings are to be maintained throughout the repair period and all decks, bulkheads, and interior spaces are to be delivered in good, clean condition upon completion of the repair period. Damages and soiling to existing floor tiling, bulkheads, and overhead surfaces will be repaired and/or cleaned at the Contractor's expense.

At the end of the repair period, protective coverings shall be removed and these and all other areas in the ship's accommodation traversed by Contractor personnel shall be thoroughly cleaned. A joint survey will be conducted at the end of the repair period to determine adequacy of cleaning performed. Final acceptance will be by the COTR.

Item No. 109 SECURITY / WATCHMAN

ABSTRACT

This item describes requirements for shipboard (gangway) security and roving patrol of the vessel.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

LOCATION: Throughout the vessel.

NOTES

Provisions for gangway security and roving patrol shall be considered on a per diem basis, and the total cost for the entire availability shall be submitted as the bid price. In the case of an increase or decrease in the length of the Contract, the cost (or credit) for gangway security and roving patrol shall be based on the per diem amount, figured by dividing the bid price by the length of the Contract (in days).

STATEMENT OF WORK

Provide the services of a bonded uniformed security guard stationed at the gangway during the entire repair period on a twenty-four hour, seven days per week basis. Security guards shall be from a security service company and shall not be a Contractor regular employee.

A daily log shall be maintained. All persons, other than Contractor personnel, shall be logged on and off the vessel. The log shall contain blocks for the printed name, organization represented, number, time on board, time departed. A new page shall be started for each new day starting at 0001 hours. The log will be the property of the Owner.

The security guards shall insure that only authorized personnel (those directly involved with the specified work prescribed herein) are allowed on board. Visitors shall be accompanied by an authorized person.

The security guards shall be instructed that the Contractor's personnel are forbidden access to any part of the ship not necessary to complete items listed within these specifications, except under emergency conditions, such as fire, flooding, storms, etc.

A shipyard roving patrol is required on the ship on a twenty-four hour, seven-day per week basis. This is to be a separate and distinct individual from the gangway guard. The roving patrol can be a full time production worker assigned for this task on a temporary basis.

The roving patrol shall conduct and log routine inspections every four hours. The inspections shall cover all areas of the vessel, including but not limited to machinery spaces, cargo holds and accommodations.

The roving patrol shall be aware of and alert to the signs and conditions that indicate any of the following:

Flooding and rising water levels in machinery spaces and holds
Fire Water / oil damage (from leaking or broken steam, water or oil piping or hoses)
Explosion dangers (from escaping welding/burning and sewage gases)
Live disconnected electrical lines or welding leads
Loss of electrical power
Loose and unsecured equipment or machinery which can fall or drop from heights
Unauthorized persons on board the ship during work and non-work hours.

It shall be the Contractor's responsibility to provide the proper training / knowledge to the roving patrol on how to identify these conditions in a shipyard work environment.

The roving patrol and gangway guard shall have access to a telephone communication at all times. In addition, communication with other shipyard security forces shall also be maintained. The roving patrol and security guards shall be provided with a listing of personnel contacts, including Owner's and Contractor's Representatives, with day, evening and weekend phone numbers.

PERFORMANCE CRITERIA / DELIVERABLES

Security Log

Item No. 110 PAINTING GUIDELINE

ABSTRACT

It is the intent of this item to provide general guidelines that shall be followed wherever and whenever surfaces are prepared to be coated or paint or coatings are applied.

REFERENCES

MARAD Coating Guidance

ITEM LOCATION/DESCRIPTION

LOCATION: Throughout vessel.

NOTES

None

STATEMENT OF WORK

All paints will be Contractor-furnished except as otherwise noted. The Contractor is to receive all paints from the paint vendor and under supervision of the Owner's Representative or his designated person shall have it inventoried, stored under cover, and its distribution controlled to eliminate waste or improper use.

If deemed necessary, owner will furnish Paint Technical Representative. All coatings to be applied under the Paint Technical Representative's direct supervision. No application of coatings shall be made until the prepared surfaces are approved by the Paint Technical Representative. The Contractor is to arrange for such inspections prior to the initial coating and prior to each subsequent coating.

Any grit abrasive used for blasting shall be dry, have the proper pH, meet requirements on the paint manufacturer's product data sheet and be acceptable to the on-site Paint Technical Representative.

All paint used shall be completely mixed making certain bottom sediments are in suspension. Thinning shall only be done in accordance with the manufacturer's instructions and after final approval by the Owner's Representative and the Paint Technical Representative. Final coverage shall be as specified by the paint manufacturer and this specification.

All coatings shall be spayed or applied with rollers and/or brushes in accordance with the paint manufacturer's instructions. Every attempt should be made to minimize overspray. Areas found to contain runs, overspray, roughness or any other film irregularities shall be repaired or recoated as directed.

The final dry film thickness (DFT) readings shall be taken and recorded through use of an ultrasonic thickness instrument. A detailed report outlining the preparation, coating system and quantities of material shall be provided to the Owner's Representative in attendance and a copy retained on

board in the Chief Engineer's office.

Staging for painting shall be absolutely free from grit when any coating is being applied.

Outdoor coatings shall not be applied under unfavorable weather conditions.

Freshly applied coatings are to be protected from blasting in adjacent areas.

Steel temperature shall be a minimum of five (5) degrees Fahrenheit above the dew point of the air prior to the application of any and all coatings.

Relative humidity to be no higher than 85 - 90 percent at the time of coating.

Coatings shall not be applied when condensation/moisture is present on the surface.

All surfaces will be swept free of debris and blown down with compressed air prior to any coating system being applied.

No coatings shall be applied to surfaces on which oxidation has commenced

Drying and recoating times of the manufacturer shall be strictly adhered to.

In touch-up painting where only localized areas or spots require painting, removal of old paint shall extend beyond the edges of the spot until an area of completely intact and adherent paint film is present. The edges of the remaining tightly adherent paint around the area to be repainted shall be feathered down sufficiently to avoid a "patch work" effect. Overlap new paint over existing coating by at least 2 to 3 cm.

Safety precautions shall be employed to protect personnel and to prevent damage to the vessel and its equipment during all phases of painting operations.

All new and disturbed areas for each work Item carried out by the Contractor are to be prepared and coated per the following coating specification. Coating manufacturers may be substituted on an as equal basis with reference to the MARAD Coating Guidelines (Latest Revision) along with the COTR prior written approval. Color is to match the existing/surrounding surfaces color scheme.

All disturbed areas shall be prepared for coating to SSPC-SP3 standard with power tools. Apply touch up coating in accordance to MARAD Coating Guidance Manual

New steel, where practical, shall be prepared for coating to a SSPC-SP10 standard by blasting and then primed with shop primer to a DFT of 3 mils. Further coating is required as noted above.

These requirements are general. Coating systems specified in individual work items, such as underwater hull coating, will take precedence.

The cost of coating new or disturbed areas required for each specification Item is to be included within the applicable Item.

All levels of the engine room including the shaft alley.
All accommodation spaces.
All machinery spaces.
All navigation levels.

All additional costs and re-certification due to shifting vessel within yard, ballasting or de-ballasting, growth work and/or additional items and sea trial departure/arrival shall be included in this item.

Post the original "Marine Chemist's Certificates" and Log of Inspection and Tests by a Competent Person" (OSHA Form #74) and reissued certificates in a protected cover in a conspicuous location at the vessel's gangway and at the entrance to each gas-free tank or space. Also, one copy is to be furnished to the attending Owner's Representative.

Provide copies of Designation of Competent Persons (OSHA Forms 73) to the attending Owner's Representative

PERFORMANCE CRITERIA / DELIVERABLES

Post the original "Marine Chemist's Certificates" and Log of Inspection and Tests by a Competent Person" (OSHA Form #74) and reissued certificates in a protected cover in a conspicuous location at the vessel's gangway and at the entrance to each gas-free tank or space. Also, one copy is to be furnished to the attending Owner's Representative.

Provide copies of Designation of Competent Persons (OSHA Forms 73) to the attending Owner's Representative

Item No.112 FIRE PROTECTION

ABSTRACT

This item describes the requirements for fire protection on the vessel during the availability.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

One firemain manifold shall be provided in the forward part of the vessel and one in the aft part of the vessel.

NOTES

None

STATEMENT OF WORK

Furnish, install, and maintain a charged two and one-half inch (2.5") fire hose with a "Y" manifold both forward and aft on the vessel's Weather Deck.

The water pressure at the "Y" manifolds shall be maintained at 125 psig. Provide sufficient length of hose to reach all areas of the vessel from the "Y" manifolds. The second end of the "Y" connection shall connect into the vessel's firemain (Pressure shall be 125 psig at the fire main connection. Contractor is to install a pressure gauge at these connections). Contractor shall not pressurize the vessel's fire main unless directed by the .

Contractor shall provide a qualified Fire Protection service engineer to lock-out and completely disable the ship's Halon and CO2 systems upon the vessel's arrival at the Contractor's facility and to restore them to operation upon completion of all work and prior to vessel's redelivery.

Provide portable fire extinguishers in all work areas where repair work is underway.

Provide an adequate fire-watch with manned fire extinguishers in appropriate locations wherever and whenever hot work is being performed. Hot work shall include but not be limited to welding, brazing, cutting, heating, and grinding.

Ensure safe hot-work procedures are followed.

Remove and then reinstall upon completion of work any materials or objects including but not limited to those in adjacent or adjoining spaces or on common boundaries to spaces in which hot work is to be performed that could create a hazard during hot work.

Item No. 113 PRODUCTION CONTROL

ABSTRACT

This item describes the various production reports that the Contractor shall prepare for the Owner during the course of the availability.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

None

NOTES

None

STATEMENT OF WORK

GANTT PRODUCTION CHART

No later than five (5) days after the award of contract, deliver to the Owner's Representative a Gantt (bar type) Production Chart clearly indicating planned start and completion dates for each item of the specification by Contractor and Subcontractors. The Gantt chart shall outline critical path

items, key events and controlling items. Notice to proceed shall be contingent on acceptance of submitted production chart. The Contractor remains responsible for providing the chart, complete, including input from Subcontractors.

Each bar shall be divided into its major components, i.e. Design, Procurement, Shop Fabrication, Installation, Test or other item evolutions necessary for completion. The Y-axis (vertical) of the Production Chart shall indicate each item of activity and each principle event; the X-axis (horizontal) is to be subdivided into work days/weeks.

The Production Chart shall be amended weekly to incorporate added/deleted work, and each bar shall be legibly marked to indicate current status of the activity.

The Production Chart shall have an appropriate title block indicating job identification number, vessel name, and chart date.

The Owner shall use the Contractor's Production Chart to measure Contractor performance to scheduled ship's completion date. In the event that the Contractor does not substantially support this planned work effort, Contractor shall be required to respond to requests by the Owner's Representative via a written deficiency notice. Each notice issued against work performance on specific work items requires the Contractor to reschedule that work item, citing the reason for progress delay and the corrective action to be implemented to assure timely Contract completion.

CONDITION-REPORT STATUS REPORT

Prepare and submit a condition-report status report. The report shall at a minimum list the number of each condition report, the associated specification number(s), the date each report was submitted to the Owner, the date a reply about each report is returned from the Owner, and the delivery order number associated with each condition report if a delivery order was issued by the Owner against the condition reports.

SUB-CONTRACTOR LIST

No later than five (5) days after award of contract, Contractor is to submit to Owner's Representative a list of subcontractors and identify the work items for which each will be responsible.

PROGRESS MEETINGS

Progress meetings shall be conducted by the Contractor with the Owner's Representative on a weekly basis. All required weekly progress reports are to be delivered to the Owner's Representative one day prior to the weekly progress meetings.

PERFORMANCE CRITERIA/DELIVERABLES

For each submittal, provide the Owner's Representative with three (3) copies of all charts, reports and schedules.

The first Production Chart and list of Subcontractors shall be prepared and

submitted no later than five (5) days after award of contract.

The Production Charts and Condition-Report Status Report shall be amended, updated and submitted to the Owner's Representative on a weekly basis.

Item No. 114 SANITARY WASTE

ABSTRACT

This item describes requirement for provide shore connections on ship's sewage shore connection and dispose in accordance to Federal, State and Local EPA Regulations.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

LOCATION: Ship to Contractor's Facility.

NOTES

None

STATEMENT OF WORK

Provide hoses and fittings, make all connections, disconnections and reconnections, and remove and replace all piping, valves, fittings and equipment required to connect the vessel's sanitary system discharge to a Contractor-furnished sewage holding tank or a shore side sewage disposal system. This is required for removal of sanitary waste from the vessel on a 24 hour/day basis for the entire time that the ship is at the Contractor's facility. Sanitary waste shall be disposed of by the Contractor at his expense in accordance with all Federal, State and Local regulations.

PERFORMANCE CRITERIA / DELIVERABLE

None

Item No. 115 PORTABLE TOILETS/TEMPORARY FACILITIES

ABSTRACT

Provide and maintain portable toilets for ship's crews and individual unit for shipyard workers.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

LOCATION: Contractor's facility next to the ship gangway areas.

NOTES

None

STATEMEN OF WORK

Provide and maintain locked two (2) portable toilets near the vessel's gangway area, for use by the ship's crew only, during any period in which the ship's MSD unit is not operational. Whenever the vessel's sewage system is operational, refer to Item 104. Turn over the keys to Chief Engineer.

Provide and maintain portable toilets for shipyard workers use.

All the portable toilets shall be maintained, pumped, and cleaned on daily basis.

PERFORMANCE CRITTERIA / DELIVERABLES

None

Item No. 116 COMPRESSED AIR

ABSTRACT

This item describes the requirement to provide compressed air onboard for ship services.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

Contractor's facility and ship board engine rooms and deck machinery

NOTES

None

STATEMENT OF WORK

Provide hoses and fittings to connect and supply clean, dry and oil-free compressed air to run machinery while ship's plant is secured. Maintain the compressed air at 100 psig of pressure and 300 cfm minimum of air flow.

PERFORMANCE CRITERIA / DELIVERABLE

Prove all the work to the satisfactory of Chief Engineer.

Item No. 117 COOLING WATER

ABSTRACT

This item describes the requirement to provide cooling water onboard for ship services.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

Contractor's facility and ship board engine rooms.

NOTES

None

STATEMENT OF WORK

Upon arrival, provide all hoses and fittings, make all connections, is connections and reconnections, and supply cooling water to the vessel's cooling water system. This cooling water will in turn be used for auxiliary machinery cooling including, but not limited to, reefers, air conditioning units, and compressors. Connection will be made via hose connections to the vessel's cooling water system piping as designated by Chief Engineer. The temporary cooling water lines shall be maintained at 50 psig water pressure at the outlet/discharge end at a minimum water flow rate of thirty (30) gpm.

PERFORMANCE CRITERIA / DELIVERABLE

Prove all the work to the satisfactory of Chief Engineer.

Item No. 118 TEMPORARY LIGHTING

ABSTRACT

This item describes the requirement to provide adequate temporary lighting at all times in all work areas as directed by the COTR. Lighting will be sufficient for safe working and movement through affected areas.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

Throughout the vessel

NOTES

None

STATEMENT OF WORK

Contractor shall provide adequate temporary lighting at all times in all work areas as directed by the COTR. Lighting will be sufficient for safe working and movement through affected areas.

When tank inspection or other such work is required by the specification, lighting is to be installed and maintained to permit safe access and thorough inspections.

The fitting and cost of temporary lighting shall be included within the applicable specification item. This item will not be separately priced.

Item No. 119 CRANES SERVICE

ABSTRACT

This item describes the requirement to provide crane service as directed by COTR.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

Contractor's facility

NOTES

None

STATEMENT OF WORK

In addition to providing crane services required by the items of this work package, the costs of which shall be included in each individual specification item, the Contractor shall provide an additional 100 hours of crane service (this includes crane operators, riggers, helpers, and associated rigging equipment) to be used as directed by the COTR. The crane must be capable of landing a minimum of 5 tons weight on the vessel's upper decks. The crane service will be used to load/offload stores, equipment, machinery, etc. to/from the vessel for the ship's crew and other MARAD contractors. Only the COTR will authorize use of this additional crane service item. The Contractor shall obtain written authorization from the MARAD COTR prior to providing any crane service under this item. Contractor shall maintain log with hours used. This log is to be updated and provided to the COTR every Friday afternoon by 1500 hrs.

Contractor shall credit back to MARAD all additional crane service hours not used. Contractor's bid unit price for this time shall be used to price this credit. Contractor's bid unit price will also be used to price any additional crane service authorized by the MARAD COTR over and above the bid of 100 crane hours.

Item No. 120 STAGING

ABSTRACT

This item describes requirement for furnish necessary staging to accomplish all work within this work package

REFERENCES

United States Occupational Safety & Health Agency Regulator.

ITEM LOCATION / DESCRIPTION

Contractor facility and onboard ship

NOTES

None

STATEMENT OF WORK

Contractor shall furnish necessary staging to the approval of COTR to enable accomplishment of this work package. Staging shall comply with all applicable safety regulations.

Note: The cost of staging required for each specification item is to be included in the applicable Item and is not to be included under the cost of General Services unless required to provide the General Services listed herein.

Item No. 121 OIL BOOM

ABSTRACT

This item describes the requirement to provide and install oil boom around the ship while the ship in contractor facility.

REFERENCES

USCG Regulations

ITEM LOCATION / DESCRIPTION

At contractor facility

NOTE

None

STATEMENT OF WORK

Upon arrival of the vessel at the Contractor's facility, an oil boom shall be rigged to completely encircle the vessel. The boom shall be in good material condition and shall be maintained as such throughout the duration of the

repair period. In the event that the repair availability includes a drydocking evolution, the oil boom shall be rigged around the drydock during the entire time the vessel is on drydock.

Item No. 122 WELDING / BRAZING REQUIREMENT

ABSTRACT

This item describes the requirements for welding and brazing when it is performing on board the ship and, or in contractor's shop as required to complete all work items within this shipyard repair package. Provide and submit a copy of contractor's welding / brazing procedures to ship's Chief Engineer for approval prior to perform any welding or brazing.

REFERENCES

ABS Rules for Building and Classing Steel Vessel:
Part 1, Classification, Testing and Surveys.
Part 2, Material and Welding

CFR (Code of Federal Regulations) Title 46, Subchapter F "Marine Engineering"
Subpart 57 "Welding and Brazing"

ITEM LOCATION / DESCRIPTION

Contractor facility and onboard ship

NOTE

None

STATEMENT OF WORK

All welding, burning and brazing performed by contractor and sub-contractor(s) shall be in complying with all the requirements on 2.1. and 2.2. Submit a copy of Regulatory Body approved Welding and Brazing procedures to Chief Engineer prior to perform any welding or brazing.

Note: The cost of welding, burning and brazing required for each specification items is to be included in the applicable Item and is not to be included under the cost of this General Requirement.

SECTION 200: DRYDOCK WORK ITEMS

Item No. 201 DRYDOCK VESSEL

ABSTRACT

The intent of this work Item is for the Contractor to furnish a suitable drydock, certified by a recognized drydock certifying authority such as NAVSEA or ABS Tech to drydock the vessel.

REFERENCES

Drawing 6233631; Docking Plan - Use Docking Position number 1
Drawing 801-0000036; Guidance Docking Plan

ITEM LOCATION / DESCRIPTION

None

NOTES

Owner's docking plan (position #1) is to be used for arrangement of blocks.

Owner's Representative and vessel's Master are to be notified by Contractor of required draft for ballasting purposes at least 48 hours in advance of vessel entering shipyard.

Disposal of all debris and material generated by the repairs is to be disposed of at Contractor's expense in accordance with all applicable local, state and federal regulations.

STATEMENT OF WORK

The Contractor shall provide a suitable drydock, certified by a recognized drydock certifying authority, such as NAVSEA or ABS Tech. A copy of the certificate shall be submitted upon request to MARAD Division of Atlantic Operations (DAO), Contracting Officer by the apparent successful bidder prior to contract award, and the original shall be made available for inspection by the COTR. The certificate is to show issue date, expiration date, and lift capability. A material condition survey report will not be accepted in lieu of a certificate.

Contractor shall furnish labor, material and special equipment necessary to drydock and undock the ship. The drydock facility's length overall shall be equal to or greater than the length of the ship overall, and the side wall clearance between the drydock walls and the ship's side will be no less than five (5) feet on each side.

Contractor shall calculate stability data. Determine maximum allowable trim based on the block loading and stability. Calculate maximum still water bending moment. Determine this to be within the ship's allowable stress.

Docking/Undocking Conference

Contractor shall conduct a docking/undocking conference at least one day prior to docking, undocking, and fleeting of the ship. This conference shall be attended by the ship's Master or Chief Mate, Chief Engineer, and the Contractor's Dock Master who will be present during the time of the docking evolution. At this conference the Dock Master is to discuss the time of docking/undocking, tidal conditions, tug and pilot arrangements, line handlers, ship's crew responsibilities, and temporary services procedures.

Immediately before the docking/undocking conference the Contractor's Dock Master shall furnish a copy of a report indicating the following:

- a. Time of high tide and the amount of rise and fall and water over blocks.
- b. Tug and Pilot Arrangements
- c. Line handling
- d. Ship's staff responsibilities
- e. Weight control procedures
- f. Electrical shore power
- g. Electrical grounding arrangements
- h. Continuation of ship's general services
- i. Transfer of liquids to facilitate drydocking
- j. Communication arrangements between Dock Master, ship's crew, and MARAD COTR during the docking and undocking
- k. Pertinent and/or unusual conditions affecting drydocking
- l. Stability calculations/data required by this work item.

Docking Preparations

Contractor shall provide dockside line handlers upon arrival of ship at the yard, all necessary dockside and shipboard line handlers, and tugs for docking, undocking and any berth shifts until the departure of the ship from Contractor's facility.

Contractor shall sound all ship's tanks upon arrival at the Contractor's facility, prior to docking and undocking, and within twenty-four (24) hours prior to redelivery of the vessel.

Just prior to docking, take tank soundings on the ship. Soundings shall be taken in a joint survey between the Contractor and a ship's crew representative. The quantities of liquid in the tanks are to be agreed upon prior to the start of any ballasting operations. Contractor shall determine ballast requirements to drydock the ship with allowable trim and stability conditions.

The Contractor shall review ship's ballast conditions, trim weights, drafts prior to drydocking the ship to assure that all safety conditions have been met.

The Contractor shall transfer fuel oil and/or ballast water to trim the vessel so as to insure against placing any undue stress or strain on the vessel. The ship's crew MAY be available to assist Contractor with transfer operations. However, Contractor remains fully responsible for all transfers as required for drydocking. Contractor shall be responsible for storage of fuel oil and for disposing of all non-fixed ballast necessary to properly drydock the

vessel. Disposal is to be in accordance with all Federal, State, and Local regulations. All ballast removed by the Contractor shall be replaced with fresh water only and shall be loaded in compliance with the vessel's stability and strength requirements.

If for the convenience of the Contractor, the ship is drydocked at a displacement less than that of the ship's arrival condition, all weights including ballast, lube oil, fuel oil, fixed ballast, and stores which have to be removed in order to facilitate the drydocking of the ship will be for the cost of the Contractor. All such removed weights shall be stored by the Contractor for the duration of the drydocking period and returned to their respective locations at no additional cost.

The Contractor shall prepare the drydock and set the keel blocks. Location of keel blocks shall be in accordance with the ship's requirements with reference to the drydocking plan. Height of blocking shall be a minimum of four (4) feet high. Position blocks so that propellers, rudders, and other appurtenances on the surface of or protruding from the hull will not be damaged and will be accessible for removal and repair. Insure that no tank drain plugs, transducers, or areas where new installations will be made are covered.

Blocking shall be composed of a combination of either concrete or steel with hardwood upper part blocks, fitted with 2" thick soft cap blocks. Blocking shall be secured and shall be cribbed to prevent shifting. The term "hardwood", for the purpose of this item, includes: White Oak, California Laurel, Oregon Myrtle, Iron Bark, Blue Gum, American Rock Elm or Preserved Red Oak. Woods acceptable for soft caps are: Douglas Fir, Tamarack, Long Leaf Pine or Hemlock.

The normal life span for hardwood blocking is about ten (10) years. Nevertheless, blocking showing evidence of excessive crushing, warping, racking, rotting or damage from dogging and unequal shrinkage or deterioration to an extent of no longer being capable of supporting a prescribed load over full bearing area is not acceptable and shall be replaced.

A dock inspection including inspection of the prepared blocking shall be jointly conducted with the, Chief Engineer, Ship's Master, and or, Chief Officer, Contractor's Dock Master and supervisory personnel. Blocks shall be inspected for heights, leveling, shaping, spacing and securing of the drydock hardware to its structure. Dock inspection shall be accomplished in daylight at least four (4) hours prior to flooding the drydock. Immediately prior to flooding the dock, accomplish a final block inspection with COTR and USMMA Officers.

Docking Evolution

The Contractor shall ensure that blocking has been properly set to clear ship's underwater equipment prior to setting the ship on the blocks.

Immediately after the ship is drydocked, inspect the fit of the blocks. Provide necessary shimming between blocking and hull in the event of hull movement due to ballasting or shifting of ship's load.

If the ship is found off the centerline on the keel blocks by more than six (6) inches, the Contractor shall re-dock the ship and place the ship on the

centerline.

Shift the keel blocks as found necessary to permit examination of all peak and double bottom tank drain plugs and fathometer transducers by the COTR.

Electrically connect ship's hull when in drydock at the bow and stern of the ship with cables (minimum 500,000 circular mills) and ground connection in drydock for protection against lightning and other static charges. The static ground leads shall be connected to the ship before any electrical currents are turned on to the ship. Connection shall be made before the ship is free of the water.

Requirements on Dock

Immediately upon docking, the entire underwater body of the ship shall be high pressure water washed with fresh water at 3,000 psi and hand scraped to remove all foreign material, marine growth, and loose paint. At the completion of the cleaning, allow for an inspection of the hull by the ABS Surveyor, the US Coast Guard Marine Inspector, and USMMA personnel.

Contractor shall provide necessary temporary services and equipment such as lighting, rain coats, rubber boots, staging and cherry picker with operator to assist COTR, Ship's Officers, Regulatory Body Inspectors and U.S. Government Technical Inspectors to perform underwater hull and coating inspections.

The Contractor shall provide a numbering system to account for any temporary plugs inserted into under water hull penetrations during drydock work. Each plug shall be assigned a unique number. Prior to undocking, these plugs shall be removed and accounted for and a report made to the COTR.

The Contractor shall in no case transfer ballast or fuel while the ship is in dock without specific permission of the COTR and the Dock Master. Any ballast removed by Contractor for drydocking shall be replaced by the Contractor with clean, fresh water. The ship shall be refloated, to the greatest extent practicable, at the docking drafts and displacement.

Contractor shall mask propeller shaft gland seal boxes, propellers, rudder stock gland and rudder pintles with heavy canvas and plastic prior to any sandblasting, waterblasting, hot work or other pertinent work around the stern. These temporary protections shall be restored after performance of related work and removed prior to undocking.

Contractor shall arrange and provide services of Naval Architect(s) to perform ship check while the ship on drydock blocks and update the ship Docking Plans as listed in REFERENCE. Prepare and submit updated Docking Plans in three (3) hard copies and one (1) electronic copy in PDF file format on CD to COTR.

Undocking

Upon completion of drydocking work items as set forth in the basic specification, the Contractor shall notify ABS and USCG 24 hours prior to undocking. Provide necessary tugs, line handlers and undock the ship.

Prior to undocking, ensure that the dock is free of all debris and that all work accomplished during the drydock period, such as sea valves, shaft seals

and all other hull penetrations are proven watertight by high pressure fresh water hose testing or other means acceptable by the COTR and regulatory bodies.

Trials flood the drydock at a date and time mutually agreeable to the Contractor and the COTR. Stop flooding the drydock after hull penetrations are submerged, but before the ship lifts off the blocks. Perform a watertight integrity inspection of all Contractor's work affecting the watertightness of the hull and on hull penetrations and sea valves below the water level, in company with the ABS Surveyor, USCG Marine Inspector and the COTR. Re-drydocking to correct deficiencies in Contractor's work shall be accomplished at Contractor's expense. Upon satisfactory completed of inspections and when safe to float the ship continue flooding the drydock and undock the ship.

PERFORMANCE CRITERIA/DELIVERABLES

Prepare and submit to the MARAD COTR four (4) typewritten copies of:

- a. Docking and paint reports
- b. MARAD Drydock Report (Form MA-57)
- c. Propeller and stern bearing and seal reports
- d. Updated Docking Plans in hard copy and electronic copy

Prove all work to the satisfaction of COTR and USMMA Officers.

Item No. 202 HULL PREPARATION AND COATING

ABSTRACT

The intent of this item is to prepare and coat the vessel's underwater hull (approximately 15,000 ft²) and freeboard (approximately 14,800 ft²) in good order as detailed hereafter.

REFERENCES

MARAD Coating Guidelines

Steel Structures Painting Council - Painting Manual, Vol. 1 & 2 (Latest Edition)

ITEM LOCATION/DESCRIPTION

Ship hull from keel up to toe rail, including flat bottom, bilges, bilge keels, hull appendages, bow thruster tunnels and safety bars, sea chests and grating plates, side shell plating, bulwark, stern section, rudders, skeg, struts, and towing bridle.

Certify Square Footage on Underwater/Topside Hull

Underwater Hull from Keel to Deep Load Line - Approx. 15,000 Sq. Ft.

Spot blast to near white metal (SSPC-SP10) - Approx. 3,000 Sq. Ft.

Topside Hull from Deep Load Line to Top of Bulwarks - Approx. 14,800 Sq. Ft.

Spot blast to near white metal (SSPC-SP 10) - Approx. 1,480 Sq. Ft.

NOTES

Contractor's attention is directed to the "Painting" item of the Specifications.

Water ballast tanks shall be drained to improve the blasting and coating conditions.

Ultra high pressure Hydro blast will be accepted in lieu of grit blast. Contractor to provide same preparation conditions as noted.

~~Contractor's attention is directed to item 5.5.5 under Dry Docking Vessel regarding masking propellers, etc.~~

Contractor's attention is directed to Item No. 201 "Dry-dock Vessel" with all requirement specified in section of "Requirements on Dock"

The Contractor shall procure and supply all new paint (coating material).

STATEMENT OF WORK

Contractor shall supply staging and/or scaffolding required to complete this item, including erection and dismantling of same.

The total surface area of this item is approximately 29,800 ft². Areas for preparation and coating include all sea chest internals, grating plates, rudders and, bow thruster tunnel with safety bars. The estimated area to be prepared and painted is given for reference only and it is the responsibility of the Contractor to search out and take his own measurements.

Immediately after vessel is drydocked, commence washing the hull from the vessel's keel up to and including the top of bulwarks, using high-pressure fresh water (3,000 psi minimum pressure at the nozzle) to remove all loose coatings and marine growth.

Areas for washing include but are not limited to all sea chest internals, grating plates (plates are to be removed prior to washing), shell penetrations, rudders, propellers, and bow thruster tunnel.

Where found, areas of oil and/or grease accumulation shall be washed clean and degreased to SSPC-SP1 (International 950 Cleaner GMA 571 or equivalent) prior to fresh water wash down.

Upon completion of high pressure fresh water washing, prepare surface for coating as prescribed herein to the satisfaction of the Owner's Representative.

Contractor shall spot blast all mechanically damaged, corroded and oxidized areas to near white metal, SSPC-SP10. Estimate 15% of square footage may require blasting to SSPC-SP10. Areas to be spot blasted will be identified and the total square footage shall be agreed to prior to the start of blasting.

During all blasting operations, all inlet and outlet openings to the vessel (including ventilation inlets and exhausts and tank vents) shall be sealed to

prevent the intrusion of grit, dust, paint, etc. Any doors to be used shall be protected with double-curtain baffles. Suitably protect all machinery, lights, antennas, electrical cables and connections, piping, life rafts, and rescue boat. Industrial foam filter material shall be installed on the intake and exhaust ends of any ventilation system in use. These filters are to be removed and replaced when air flow becomes restricted. Inspect the integrity of all protective coverings at the beginning of each blasting shift. Notify Owner's Representative immediately if contamination occurs. All areas in which grit and contaminants enter are to be cleaned to the satisfaction of the Owner's Representative. This includes internal and external spaces, tanks, and voids.

During blasting operations, removal of temporary coverings shall not be made without the permission of the Owner's Representative.

Painting won't be permitted during blasting of any other part of the vessel.

Upon completion of all blasting and spot coating, and prior to application of build up (full) coatings, Contractor shall blow dry with compressed air entire hull, from keel to rail, including associated bulwarks, at 1200 psi to remove all resultant dirt, dust and contaminants.

Upon approval of the Owner's Representative and the paint technical representative, all areas from the keel up to the top of the bulwarks shall be coated as follows:

UNDERWATER HULL: Deep Load Line to Keel, including the interiors of all sea chests and overheads, bow thruster tunnel & safety bars, sea chests and gratings, rudders, skeg, and struts. (Approximately 15,000 ft² total)

Spot blast to near white metal (SSPC-SP10) and feather in corroded, damaged and failed coating areas. Approximately 3,000 square foot.

Touch up near white metal blasted areas with:

One coat Intertuff 262, KHA303/A (Red, DFT 5.0 mils)
One coat Intertuff 262, KHA302/A (Grey, DFT 5.0 mils)
One coat Interclene 245 NA, BRA 572 (Black, DFT 4.0 mils)
One coat Interclene 245 NA, BRA570 (Red, DFT 5.0 mils)

Apply over ENTIRE underwater hull:

One full coat Interclene 245 NA, BRA 572 (Black, DFT 4.0 mils)
One full coat Interclene 245 NA, BRA570 (Red, DFT 5.0 mils) the final coat shall be Red.

Underwater markings shall be finish coated with two (2) coats International Interlac 665, CLB000 (White, DFT 1.6 mils per coat)

SEA CHESTS:

Remove sea-chest gratings and blast interior of sea chests to a SSPC-SP 10 (near white) finish and after inspection by USCG, ABS and Owner, coat interiors using 4-coat underwater coating system prescribed for underwater hull. Gratings shall be thoroughly cleaned and fully coated with same 4-coat system. After ELINCA anodes have been replaced (see item 103), gratings are to be reinstalled. Grating fasteners are to be renewed as original. Secure

fasteners using Monel wire.

BOW THRUSTER TUNNEL:

Remove bow thruster safety bars and blast interior of bow thruster tunnel to a SSPC-SP 10 (near white) finish and after inspection by USCG, ABS and Owner, recoat interiors using 4-coat underwater coating system prescribed for underwater hull. Safety bars shall be thoroughly cleaned and fully coated with same 4-coat system. After Bow Thruster maintenance has been completed (~~see Specification item 112~~ **See Specification Item 212**), safety bars are to be reinstalled. Safety-bar fasteners are to be renewed as original.

FREEBOARD: Deep Load Line up to and including top of bulwarks. (14,800 ft² total)

Spot blast to near white metal (SSPC-SP10) and feather in corroded, damaged and failed coating areas (estimate approx. 10% of freeboard area).

Touch up near white metal blasted areas with:
One coat Interzinc 75V, EPA075V/A (Red, DFT 3.0 mils)
One coat Intertuf 262, KHA302/A (Grey, DFT 5.0 mils).

Apply over ENTIRE freeboard area:
One (1) Full Coat Interthane 990, PHB953/A (Signal Blue, DFT 2.5 mils)
The final coat shall be Signal Blue.

Freeboard hull markings shall be finish coated with two (2) coats International Interlac 665, CLB000 (White, DFT 1.6 mils per coat).

HULL MARKINGS

Repaint all hull markings in areas recoated at this time using two (2) coats of contrasting colored paint compatible with the hull paint finish coat in accordance with the MARAD Coating Guidelines (Latest Revision). Hull markings include, but shall not be limited to, the draft marks, Load Line and Plimsoll markings, ABS and USCG underwater survey markings, etc.

PERFORMANCE CRITERIA/DELIVERABLES

Prove all the work to satisfaction of COTR and USMMA Officers.

Prepare and submit coating report in four (4) copies.

Item No.203 ANTI-BIOFOULING SYSTEM MAINTENANCE

ABSTRACT

Open, inspect, and replace anodes in the vessel's anti-biofouling system.

REFERENCES

ELINCA System Operation and Maintenance Manual, This Manual will be available to Contractors when the ship in Drydock.

LOCATION / DESCRIPTION

Control Panel: Frame 36, portside of Main Generator Room.

Anodes: Two per sea chest in void 4-34-0. Three sea chests (Six anodes total)

Manufacturer Data: ELINCA Anti-Biofouling System.

NOTES:

All work under this item to be supervised by manufacturer's service representative scheduled by Contractor and provided at Contractor's expense.

ELINCA System Manufacturer: Parmatic Filter Corporation
88 Ford Rd.
Denville, NJ 07834-1634
Tel: 973-586-9200
Fax: 973-586-9291

STATEMENT OF WORK

Arrange and provide services manufacturer authorized Service Engineer /Technician to supervise all the work specified within this Work Item.

The Existing anodes in three (3) sea chests shall be inspected internally and externally by the Service Engineer(s) and submit condition report to COTR.

Electrically disconnect each anode from unit Disconnect anodes from hull by removing Capac epoxy and unbolting unit. Contractor to note that manhole covers in the lower generator-room void must be removed to facilitate anode removal.

Provide new anodes to replace the existing anodes after sea chests have been blasted and recoated. Install and electrically connect three 8 inch long copper ELINCA anodes and three 8 inch long iron ELINCA anodes for replacement in the three sea chests.

Insure iron cathodes on sea chest grate are free of paint before installation.

After the vessel has been re-floated, system shall be adjusted and tested by the manufacturer authorized service engineer(s) to verify proper operation.

Item No. 204 RENEW ZINC ANODES

ABSTRACT

Provide labor, material and equipment to renew all Zinc anodes on hull.

REFERENCES

Ship's DWG 633-0000120B; Cathodic Protection Schedule

LOCATION / DESCRIPTION

Location/Quantity: Underwater hull: 88 zinc anodes

Description: 23.5 lb zinc anode ZHS-23 with two ASTM A-36 steel weld straps (3/8" x 1-1/4") per anode.

NOTES

All anodes will be considered as needing replacement for Contractor cost estimating purposes. The Contractor price accepted will be prorated to determine the cost of anodes selected for replacement.

Contractor is to have a Certified Marine Chemist confirm all tanks and spaces that will be heated while the existing zinc anodes are removed or the new anodes are welded in place are safe for hot work and issue a "Safe for Hot Work" certificate in accordance with Specification "Gas Free" item. If necessary, Contractor to provide ventilation required to achieve a gas free condition. Contractor is to maintain gas free status for the duration of the work. The tanks are to be tested a minimum of at least once every 24 hours, with a new certificate issued.

Contractor shall comply with requirements for weld procedures and welder qualifications included in the General Requirements item, Item No. 122 of this specification.

STATEMENT OF WORK REQUIRED

Inspect zinc anodes described in Reference 2.1 in the presence of the Owner's Representative.

Replace all zinc anodes.

A complete hull painting system is required beneath all anodes. Care shall be taken to keep the outer surfaces of the anodes free of paint.

Hull paint system destroyed in way of straps when removing or attaching zinc anodes shall be repaired.

Leave clearances for draft numbers.

Item No. 205 RUDDER AND SKEG INSPECTION

ABSTRACT

The intent of this item is to open the rudder inspection plates, and accomplish the required inspections due on the rudder system.

REFERENCES

Ship's drawing 561-0000222F; Steering Gear Arrangement & Details

Ship's drawing 562-0000030D Rudder & Rudder Trunk Arrangement & Details

Ship's drawing 114-0000023C; Skeg

ITEM LOCATION/DESCRIPTION

Underwater, stern area, Two (2) rudders aft and One Skeg

NOTES

All fittings, calibrated gauges, etc. necessary for air testing shall be furnished by the Contractor.

All testing shall be performed in the presence of USCG, ABS, and Owner's Representatives.

Secure and lock out / tag out all electrical power to Steering System prior to start of work.

This item requires that extreme cautions be taken to protect rudders and rudder stocks from any and all damage and to ensure that the ingress of contaminants from the hull cleaning/sandblasting/coating work does not have an adverse impact on this repair item.

STATEMENT OF WORK

Provide labor, material and equipment as necessary to complete all the work specified within this work Item.

Completely clean and visually inspect rudders.

Remove all drain and bleeder plugs, drain and dispose all the preservative coating/paint material in accordance to local, state and federal government EPA Regulation and Requirements. Steam out and clean the internal to completely remove all the preservative material. Furnish the services of a Certified Marine Chemist to inspect the rudder and skeg cavities and voids and issue a "Safe for Hot Work" certificate in accordance with Specification "Gas Free" item. If required provide necessary ventilation to achieve a gas free condition.

Provide staging to facilitate the installation of lifting pads and to facilitate removal of the rudders.

Remove rudders and rudder stocks from vessel

Replace rudder carrier bearings (FAG 23236-C2 and FAG 23952-C2) and grease seals. Properly pack new bearings with grease.

Measure and record the outside diameter of each rudder stock journal and the bore of each rudder radial bearing. Each set of measurements shall be taken at three locations: the upper end, middle, and lower end of each bearing / journal. At each location, two sets of measurements shall be taken 90 degrees apart. (Six sets of measurements required per bearing.) Dry calculation to be considered when measuring clearances. Give six copies of these readings to Owner's Representative. Inspect the fit and condition of the bearing retainer plate.

~~A price adder should be included with quote for replacing each rudder stock radial bearing if so directed by the COTR after inspections are performed. The rudder stock bearing material is Thordon~~

Reinstall rudder stocks, rudders and associated parts. All fasteners and seals to be renewed as original.

Tighten rudder palm bolts and nuts using "turn of the nut" method in accordance with Note 14 on Reference 2.1.

Reinstall the drain/bleeder plugs and perform an air test on each rudder and on the skeg void to the satisfaction of the Regulatory Body and Owner's Representatives to a pressure of 2 psig for duration of 10 minutes. The allowable pressure drop shall be 0 psig.

Upon completion of air tests, flush / coat internal rudder and skeg-void surfaces with heavy-grade rust preventive compound.

Renew rudder stock packing as original (Garlock Chevron Packing Standard Assembly 1-5-1, Style 432).

Remove all pads, padeyes and any fixtures attached during the repairs. Grind clean all attachment areas or hot work and damaged areas. Complete the 4-coat coating system as prescribed in the underwater hull coating item.

Upon completion of work and after vessel is re-floated, rudder operation is to be tested and approved by COTR.

PERFORMANCE CRITERIA/DELIVERABLES

The Contractor shall prepare and submit a Rudder Bearing Inspection Report to attending COTR.

ITEM No. 206 PROPELLER SHAFT WEARDOWN READINGS

ABSTRACT

The intent of this work Item is to take and record stern bearing wear down readings at the Port and Starboard propeller shaft outboard seal housing.

REFERENCES

Manufacturer's Technical Manual
ABS Rule Requirements for Survey After Construction
USCG 46CFR

LOCATION / DESCRIPTION

Ship stern area, Contractor's drydock
Manufacturer Data: Mfr: KOBELCO Compact Seal CX-220 (Aft) / CEX-240 (Fwd)
Quantity: Four (4) set of reading

NOTE

None

STATEMENT OF WORK REQUIRED

Immediately upon drydocking, erect staging around the stern tube area to provide suitable access to perform the following:

Wash off welds holding the propeller rope guard. Remove the rope guards, place on dock, and retain for reinstallation. Open the vent and the drain plugs on Port and Starboard tailshaft aft seal box. Drain oil to a container. The oil will either be disposed of by the Contractor or retained as a sample as directed. If disposed of, disposal will be in accordance with all Federal, State, and Local regulations.

Obtain the vessel's wear-down gauge from the Chief Engineer. Take and record the tailshaft wear-down readings on top and on bottom in presence of the ABS Surveyor, USCG Inspector, ship's officer(s) and COTR. Reinstall the removed plugs. Record the reading on the record card maintained in the wear-down gauge case. Return the gauge to the Chief Engineer. Submit a written report in four (4) typewritten copies to the COTR noting the previous wear-down readings and the current readings.

Following reinstallation of the tailshaft and the propeller, wear-down readings are again to be taken in the presence of the ABS Surveyor, USCG Inspector, ship's officers and COTR. Four (4) copies of the wear-down report shall again be submitted to the COTR, noting any substantial deviation from the previously recorded readings. The wear-down report shall be conveyed immediately to the COTR. THE REPORT SHALL BE SUBMITTED PRIOR TO REFLOODING THE DRYDOCK.

Refit plugs where the wear-down gauge was fitted. Reinstall the vent and drain plugs as original and refill the seal with vessel-furnished new oil. Refit and re-weld the propeller rope guard.

Coat any disturbed areas in accordance with the vessel's underwater hull painting system.

PERFORMANCE CRITERIA / DELIVERABLE

Prove all work to the satisfaction of MARAD COTR and ship's officers

Prepare and submit wear-down reading reports to MARAD COTR.

Item No. 207 TAILSHAFT AND PROPELLER INSPECTION

ABSTRACT

The intent of this item is to accomplish the A.B.S. inspection of the tailshaft, stern tube bearing, Stern Tube Seal Assemblies and other directly related areas requiring Class inspection for Tailshaft credit.

REFERENCES

Ship Drawing 243-0000225D; Propulsion Shafting Assembly

LOCATION/DESCRIPTION

Propeller: (2)

Blades: Four (4) ea. Manganese-Bronze; 8ft diameter

Hub: Manganese Bronze

Stern Tube Seals: KOBELCO Compact Seal CX-220 (Aft) / CEX-240 (Fwd)

NOTES

Contractor is to note that this vessel has Two (2) propellers, so all work will be completed twice.

All work associated with Stern Tube seals within this item to be supervised by seal manufacturer's service representative scheduled by Contractor and provided at Contractor's expense.

This item requires that extreme cautions be taken to ensure that the ingress of contaminants from the hull cleaning/sandblasting/coating work does not have an adverse impact on this repair item.

OWNER FURNISHED MATERIAL/EQUIPMENT/SERVICES

None

STATEMENT OF WORK

Provide labor, material and equipment as necessary to complete all work specified within this work Item.

Immediately upon drydocking, build staging around the vessel's stern area to provide access to perform work on Port and Starboard propeller and rudder.

Install lifting padeyes on the hull as necessary for removing the propellers and vessel's rudders to clear the work area for drawing the propeller shafts outward for inspection. Rig and install Contractor-furnished lifting gear /equipment.

Prior to using the lifting padeyes, clean and inspect all new and existing lifting padeyes. Check/inspect welds with nondestructive testing (NDT). If any crack or flaw is found, remove the defects and repair the weld. Perform weight tests on all lifting padeyes with 200% of designed working load with chain falls and weight blocks. Prepare and submit test result report to the COTR prior to use.

Provide suitable oil containers under the Port and Starboard outboard seals and rudders to catch the oil draining from the stern tube seals and rudders. Dispose of the oil/oily water will be in strict compliance with current U.S. Government, State, Local antipollution and public health regulations.

Port and Starboard Rudder Removal and Reinstallation

This section of work Item will be worked in conjunction with the work Item 205 entitled "Rudder and Skeg Inspections" detailed elsewhere in this specification package.

Install and weld lift padeyes onto the rudder on both sides and hull as necessary for removal and reinstallation of the rudders.

Make all necessary removals, including the cementation protective cover on the rudder/stock bolts. Upon completion and rudders are reinstalled and approved by COTR reinstall the cementation protective covers with new cement. Coat the new and disturbed surfaces with under water hull coating system.

Remove the mounting bolts from Port and Starboard Rudder/Stock. Remove and lower from the rudders' stock to clear the area from rudder stocks for drawing the propeller shafts.

Place the rudder on substantial timber support in the drydock.

Clean the rudder and prepare the rudder for reinstallation. After the propeller shafts are reinstalled and connected to the coupling and as directed by the COTR, rig and reinstall the rudders to the rudder stock/post. Provide and install new O-rings and seals.

Reinstall the rudder stock bolts as original. The final tightening check of the nuts shall be witnessed by ABS Surveyor, USCG Inspector and COTR.

Cut and remove all Contractor-installed lifting padeyes on the rudder and ship's hull. Grind all the disturbed areas to smooth surfaces. Prepare and paint any disturbed surfaces in accordance with the paint system specified under "Underwater Hull Preparation and Coating" detailed elsewhere in this specification package.

Port and Starboard Propeller Shaft

Make necessary removals in order to gain access to work on the propeller shaft coupling at aft end of the main propulsion motors' thrust bearing on Port and Starboard propulsion shaft.

Remove the propeller fairwater cap from Port and Starboard propeller.

Disconnect the Port and Starboard propeller and remove from the propeller shaft.

Install equipment/chain falls to support the shaft ends on both sides of the coupling inside the engine. Remove all the coupling bolts, draw the propeller shaft outward apart far enough to disconnect the propeller shaft from the aft half coupling. Draw and move the propeller shaft outward/outboard for inspections by USCG Inspectors, ABS Surveyor(s) and MARAD COTR. All necessary assistance to facilitate examination of the shaft shall be furnished, including cleaning the shaft, turning the shaft, NDT tests, etc as required by Regulatory Body.

Rig the propeller shaft out and completely clear of the stern tube. During rigging operations, it is most important to keep the shaft fully supported

Rig the propeller shaft out and completely clear of the stern tube. During rigging operations, it is most important to keep the shaft fully supported from both ends and level to avoid damage to the stern tube bearings. The stern tube bearings must be kept under constant watch to ensure they are not placed under excessive or abnormal force. The propeller shaft is to be placed on the drydock on timber/wooden blocks providing support along its full length. The propeller shaft is to be fully protected from damage while it is out of the vessel.

Clean and prepare the propeller shaft for inspection. Furnish the services of NDT technicians to perform either a dye penetrate or magnetic particle tests of the propeller shaft forward flange radius, propeller taper end and keyways. Which type of testing to be required will be discretion of the cognizant Regulatory Body.

All rough edges and grooves in shaft liners shall be smoothed to the satisfaction of the COTR.

Keys shall be removed to permit complete inspection of key and keyway. Key way shall be spooned and magnafluxed as required by Regulatory Body.

While the propeller shafts are drawn, any void space between forward and aft bearings shall be thoroughly cleaned of all mud and dirt. All foreign matter shall be removed. The voids spaces are to be inspected by COTR before reinstall the propeller shafts.

All rough edges and grooves in shaft liners shall be smoothed to the satisfaction of the COTR.

Keys shall be removed to permit complete inspection of key and keyway. Key way shall be spooned and magnafluxed as required by Regulatory Body.

All incidental work essential to the proper conditioning of the propeller shaft shall be performed.

The Port and Starboard forward and aft stern tube bearing are to be cleaned and prepared for inspection. Take measurements of the forward and aft stern tube bearing on inside diameters and of the corresponding areas on the propeller shaft on outside diameters. On the forward/inboard bearing, the measurements shall be take in three (3) longitudinal locations (forward, center and aft) with two (2) readings (top to bottom and port to starboard side) at each location. The aft/outboard bearing shall be measured in five (5) longitudinal locations (from forward to aft) with two (2) readings (top to bottom and port to starboard side) at each location. Prepare and submit the readings in report form to the MARAD COTR prior to the joint surveys inspection with ABS, USCG, MARAD COTR and ship's officers. The Contractor shall make arrangements/coordinate with ABS, USCG, and the MARAD COTR for the joint surveys/inspection.

Following satisfactory inspection and acceptance and with the stern tube oil seal assembly reinstalled, the propeller shafts are to be reinstalled. Rig the propeller shaft into the stern tube. During reinstallation of the propeller shaft, it is of extreme importance to maintain the shaft on a level plane throughout rigging operations. This is necessary to avoid damage to either the forward or aft stern tube bearings. Chain falls should be fitted to the

forward end of the shaft to allow drawing that shaft in through the stern tube as opposed to forcing it from behind. Constant checking shall be maintained to ensure that the shaft does not place undue force on the stern tube bearings. Verify that the shaft is fully seated in the bearings and that it does not have an abnormal attitude.

Upon satisfactory installation of the shaft, reinstall shaft seals under direct supervise of Stern Tube Seal Manufacturer Service Engineer(s).

Upon the completion of propeller shafts reinstalled, the removals shall be replaced and reconnected and made ready for use.

Thoroughly clean the void spaces in the propeller hub to remove all traces of preservative.

Propeller nuts and shaft threads shall be cleaned and dressed to the satisfaction of COTR.

Propellers shall be reinstalled, set up and the propeller nuts and hardened up in the presence of COTR and/or Chief Engineer, USCG Inspectors and ABS Surveyor(s). Propeller nuts' keepers shall be replaced with new. Installation shall be witnessed by the COTR

Clean the fairwater caps to remove all traces of preservative and cement. Properly install the fairwater caps with new approved type rubber ring. Replace any missing or defective fastenings as original and perform drilling and/or tapping as required. For estimating purpose, assume 20 percent of easterners require replacement. Cement recesses to provide a smooth contour consistent with the shape of the fairwater caps.

Fill the void in propeller hubs and fairwater caps with approved type corrosion preventive compound.

Fill the stern tube with Contractor furnished new oil; the new oil shall be Mobile DTE-HM oil and approximately 330 Gallon. Test the stern tube oil seals with ship's head tank pressure. Contractor shall obtain the new oil specification from the Chief Engineer.

After all related work items are completed test operates the propeller shaft and stern tube seal assemblies with the propeller fitted by ship's turning gear.

Following satisfactory system tests and acceptance, remove all rigging gear and equipment from the work areas. Crop and remove all the Contractor-installed lifting padeyes. Grind all disturbed areas smooth. Fully coat all the surfaces in accordance with paint system specified under "Ship's Hull Cleaning and Painting" detailed elsewhere in this specification package.

Port and Starboard Stern Tube Seal Assembly Overhaul

Arrange and provide services of Stern Tube seals' manufacturer's service engineer(s) to supervise the overhauling on Port and Starboard outboard and inboard stern tube seal assemblies.

Erect staging that provides access to the propellers and stern tubes.

Drain the stern-tube lube oil level down to minimize the amount of lube oil spillage from the stern tube. Properly dispose of all oil drained from system in accordance local, state and federal government EPA Regulations and Requirement.

Remove the rope guard, send ashore. Sandblast and recoat with the same 4-coat paint system as prescribed for underwater hull. Grind clean old attachment areas on the end of the stern tube. Deliver rope guard back to ship and reinstall when directed.

Port and Starboard Outboard Stern Tube Seal Assembly Overhaul

Outboard Seal Assemblies

Loosen the chrome steel liner and fasten to the seal casing by means of mounting straps. Remove the casing from the stern flange. Place protective covering over the casing to stern tube mating flange. Remove the sealing from the propeller shaft when the propeller shaft is withdrawn being careful not to damage the seal or the shaft during process.

After the propeller shafts are removed from the stern tube, transport the seal assembly to the Contractor's workshop for overhaul. Completely disassemble the oil seal assemblies. Clean and lay out all parts for inspection. Prepare and submit condition report to COTR.

Following satisfactory inspection and acceptance reassemble the stern tube assemblies with Contractor provide new flange gaskets and rubber rings; renew the seal rings if recommended by manufacturer's service engineer. New seals either supplied by Government or Contractor under change order for costs of the new seals only.

Convey the overhauled Port and Starboard stern tube seal assembly to ship and prepare for reinstallation.

Installation will be in the reverse order of the dismantling process. Fit the seal assembly, with, mounting straps, over the shaft making sure not to damage the seals. The flange for the seal casing to stern tube joint and liner to shaft joint must be in place at this time. Ensure that the shaft is clean. After drawing the propeller shafts in, affix the seal casing to the stern tube with new gasket. The holes for measuring the bearing clearance must be vertically up and down.

Loosen and remove the mounting straps. Affix the chrome liner to the shaft with new gasket. Lockwire the casing and the liner screws/bolts using stainless steel wire.

Inboard Seal Assemblies

Loosen the chrome steel liner and fasten to the seal casing. Loosen and remove the two-piece clamp ring which normally secures the liner to the shaft. Disconnect the oil supply and drain lines and save it on side for reinstallation. Remove the casing from the stern tube flange. Remove the sealing from propeller shaft as the shaft being withdrawn being careful not to damage the seal or the shaft during process.

After the propeller shaft is removed from the stern tube, transport the assembly to the Contractor's workshop for overhaul. Completely disassemble the oil seal box. Clean and lay out all parts for inspection. Prepare and submit condition report to COTR.

Following satisfactory inspection and acceptance reassemble the stern tube assemblies with Contractor provide new flange gaskets and rubber rings; renew the seal rings if recommended by manufacturer's service engineer. New seals either supplied by Government or Contractor under change order for costs of the new seals only.

Convey the overhauled forward stern tube oil seal assembly to ship.

Fitting of the inboard seal assemblies in the vessel will take place following fitting of the outboard seal assembly. While drawing the propeller shaft into the vessel, fit the inboard seal assembly over the shaft for eventual installation. The shaft must be cleaned and kept perfectly clean to avoid damage to the seal assembly. The seal assembly is not to be fit until the shaft is fully in the ship and after the shaft is verified to be fully seated in the stern tube bearings. After installing the outboard seal, the inboard seal casing is to be fixed onto the stern tube using Contractor supply new gasket. Slide Contractor supply new O-ring over the shaft to the liner. Re-secure the two-part clamp ring to the shaft while ensuring it to be parallel to the casing. Release the chrome steel liner from the casing and screw it to the clamp ring in order to press the rubber ring into the bevel in the liner. Refit the oil supply piping. Check parallelism between the liner flange and the casing by using calipers.

After stern tube seal assemblies were replaced. Clean, adjust as needed, and inspect outer stern tube seal assemblies under supervision of a seal manufacturer's service representative. Refill each seal chamber and check for leakage. Rewire all plugs and fasteners with Stainless Steel wire.

Obtain the stern bearing wear-down gauges from the chief engineer and take the "wear-down" from the correct points at each bearing. These measurements are to be witnessed by the COTR and regulatory body representatives. Prepare and submit six (6) copies of readings to the COTR. No further work shall be completed until bearing readings are reviewed and a decision regarding further tailshaft inspections is rendered.

Reconnect any removed/disconnected lube oil piping. After head tanks are to be flushed with lube oil prior to refilling stern tube system. Reinstall drain plugs and refill system with Contractor supplied proper oil. Inspect for and correct any leaks.

Stern Tube Seal Pressure Tests

Conduct a pressure test to ensure seals to be properly installed and working. On the outboard seal, remove the oil fill, vent and drain plugs on the seal casing. On the inboard seal, slacken the oil drain line at the bottom of the casing. Fill the stern tube using Contractor furnished new oil making sure to remove all air from the system. The seal shall remain under standing head pressure for a period up to four (4) hours. If leakage is found, the source of the leakage shall be identified, corrected, and retested. If no leakage is

found, install the outboard seal drain plug. Fill the oil seal through the fill connection using new oil. Tighten the fill and vent plugs. Refit the inboard seal drain line. Fill the forward seal oil system and receiver with new oil.

Port and Starboard Propeller Cleaning

Reinstall rope guard in proper position.

Wrap outer seals to protect from any ingress of debris during propeller cleaning and polishing. Remove protective coating prior to refloating vessel.

Both propellers to be fully cleaned, inspected, and polished by qualified propeller polishing representative. Use of grinding or abrasive stones for cleaning or polishing is not permitted. Care should be taken to minimize loss of propeller material. Polishing marks should lie in direction of water flow. Perform liquid penetrant inspection on all areas of propellers required by the Regulatory Bodies.

Cover propellers to protect from paint spray or foreign material. (Remove covers prior to refloating vessel.)

Remove staging and leave area ready for operation.

PERFORMANCE CRITERIA/DELIVERABLES

Prove all work to the satisfaction of COTR and USMMA Officers.

Prepare and submit stern tube seal assemblies' condition reports with final clearance readings to COTR.

Prepare and stern tube bearings' clearance report to COTR.

Item No. 208 INTERNAL EXAMS OF BALLAST TANKS, FUEL TANKS, VOIDS, ETC.

ABSTRACT

It is the intent of this item to describe the requirements necessary to assist Owner and Regulatory Representatives in conducting internal tank and structural inspections during drydocking. This item will include all labor, equipment and materials to open, clean, light, ventilate, and upon completion, to close all tank spaces required for inspection/repairs. Where indicated, tanks shall be hydro tested as per ABS tanks' testing requirement.

REFERENCES/ENCLOSURES

Ship's Drawing, 801-0000101; General Arrangement Main Deck & Below

ITEM LOCATION/DESCRIPTION

Location:

Fuel Oil Storage

4-12-0 (Examination and Hydro Test)
4-12-1 (Examination and Hydro Test)
4-12-2 (Examination and Hydro Test)
4-18-0 (Examination and Hydro Test)
4-52-0 (Examination and Hydro Test)
4-52-1 (Examination and Hydro Test)
4-52-2 (Examination and Hydro Test)
4-72-3 (Examination and Hydro Test)
4-72-4 (Examination and Hydro Test)
4-80-1 (Examination and Hydro Test)
4-80-2 (Examination and Hydro Test)
4-52-3 (Examination and Hydro Test)
4-52-4 (Examination and Hydro Test)

Lube Oil

4-60-1 (Examination and Hydro Test)
4-60-2 (Examination and Hydro Test)

Potable Water

2 ½ -52-0 (Examination and Hydro Test)
2 ½ -58-0 (Examination and Hydro Test)

Cofferdam

3-52-0 (Examination)

Waste Oil

4-66-1 (Examination and Hydro Test)
4-66-2 (Examination and Hydro Test)
2-31-1 (Examination and Hydro Test)

Voids

2-92-2 (Array Fluid - Examination)
4-24-1 (Transducer Trunk - Examination)
4-34-0 (Examination)

Ballast

4-E-0 (Fore Peak - Examination)
4-72-0 (Anti Roll - Examination and Hydro Test)
4-86-1 (Examination)
4-86-2 (Examination)
3-94-1 (Aft Peak - Examination)
3-94-2 (Aft Peak - Examination)

NOTES

The tank marked with "examination" it shall be internally inspected by ABS Surveyor(s) and USCG Inspector(s). "Examination" credit shall be granted to ship's survey record.

The tank marked with "hydro test" it shall be either hydrostatic test or air test in accordance to ABS tank hydro tests requirement. It is upto the ABS on-site Surveyor(s) to determinate the tests either "air" or "hydro" and "hydro test" credit shall be granted to the ship's survey record.

Contractor shall prepare tanks' inspection and hydro test QA check list, after each tank inspected or tested the attended ABS Surveyor(s), USCG Inspector(s) and COTR shall sign-off the inspected or tested tank. Upon all the tanks are inspected and tested, the QA check-off list/record shall be turned over to COTR.

All fittings, calibrated gauges, etc. necessary for this testing shall be furnished by the Contractor.

All testing shall be performed in the presence of USCG, ABS, and Owner's Representatives. Contractor shall prepare and provide inspection schedule to COTR and coordinate with Regulatory Body for all tanks' internal examination and hydro tests and ensure inspection credit provided on ship's survey and inspection records.

STATEMENT OF WORK

Provide labor, material and equipment to accomplish all work specified within this work Item.

Open all tanks, cofferdams, and voids marked above with (open). Contractor to remove tank manhole covers (two per tank) as directed by the ship's engineer/Officer(s) for tank inspection, taking care to string all nuts and washers and wire adjacent to opened manhole.

Contents of tanks shall be pumped down to suction limits by ship's force and Contractor to remove any remaining contents from open tanks. Approximately 25000 gallons of fuel oil and 6000 gallons of lube oil shall be pumped by the Contractor to clean and dry storage tanks and then returned to the vessel after the tank work has been completed.

Ship has approximately 186,000 gallons of fuel oil onboard and storage in various fuel oil tanks. Contractor shall make arrangement with Chief Engineer to transfer the fuel oil from one tank to other tank during fuel oil tank cleaning and gas freeing, the designated fuel oil tank will be pumped down to as low a level as possible by the ship's engineers. All remaining fuel oil, water and sludge shall be removed and disposed of by the contractor, in accordance with all Federal, State and Local environmental laws and regulations.

Ventilate open tanks with clean fresh air for a minimum 24 hours prior to any work. Tanks shall be free of all petroleum products and vapors.

Flush and clean tanks, rig ventilation in the tank spaces and furnish documentation from a certified Marine Chemist that the spaces are "Safe for Entry" in accordance with the Item No. 111 specification "Gas Free" item. Gas Free status shall be maintained during duration of this item. Contractor shall be responsible for the proper disposal of any waste generated by tank cleaning.

Furnish as required ventilation, lighting, and assistance for the interested parties in surveying the above listed tanks.

Proper operation of all reach rods shall be demonstrated to COTR or Chief

Engineer.

Clean all manhole covers and seating surfaces, renew all missing or broken studs, renew all gaskets using proper materials based on tank use. Lubricate studs with anti-seize compound and reinstall all manhole covers as directed. (Contractor shall thoroughly inspect tanks for rags, debris, etc. prior to tank closure. Also, COTR shall be notified in advance of any tank closure and given an opportunity to inspect tank to verify cleanliness.)

Furnish labor, material, equipment, staging, and ABS approved NDT technicians as required to perform the audio gauging readings in tanks, cofferdams and void spaces internal areas as required by ABS Surveyor(s), Immediately upon completion of gauging, a typewritten gauging report shall be prepared and submitted to the COTR. Five (5) copies of the report, allowing one for submission to ABS, will be required. Approximately 3,200 readings shall be taking. When audio gauging is completed, prepare a full report with steel original thickness, percentage of wasted and sketch of location taken in hard copy and CD format, submit to COTR.

Perform hydro tests on the entire listed tank marked with "hydro test" in presence of ABS Surveyor(s), USCG Inspector(s) and COTR.

PERFORMANCE CRITERIA/DELIVERABLES

Prove all the work to the satisfaction of COTR and USMMA Officers.
Prepare, submit and delivery tanks inspection records to COTR.

Item No. 209 TANK RECOATING

ABSTRACT

Contractor to provide labor and material to clean, surface prepare and coat ballast tank 2-72-0. Crop and renew sounding tubes.

REFERENCES

References: Ship's Drawing 631-0000119; Paint Schedule

LOCATION / DESCRIPTION (~~surface area for each tank shown in parenthesis~~):

4-72-0 Anti-Rolling Tank, Capacity: 18,524 Metric Ton.

NOTES

This item is to be accomplished in conjunction with tank inspections/surveys.

Tanks with common boundaries to those being coated shall be emptied prior to the commencement of work.

All rust, scale, debris and waste products removed from tank surfaces or generated during the performance of this item shall be removed from tanks and properly disposed of by the Contractor.

Contractor's attention is directed to the "Painting" item of the Specifications.

All in-tank piping, valve reach-rods, etc. shall be covered and protected during washing, blasting and coating. Protective covers shall be removed at the completion of work.

STATEMENT OF WORK REQUIRED

As part of work item 208, open flush / clean tanks, rig ventilation in the tank spaces and furnish documentation from a certified Marine Chemist that the spaces are "Safe for Entry" in accordance with the specification "Gas Free" item. Gas Free status shall be maintained during duration of this item.

Contractor shall supply staging and/or scaffolding required to complete this item, including erection and dismantling of same.

Upon the tank is cleaned and gas-free with "Safe for Men" condition, crop and remove the tank's sounding tube. Fabricate and install new sounding tube using the removed existing sounding tube as sample. Provide and install new sounding tube deck connection, the sounding tube deck connector shall be stainless steel body with bronze plug and gasket. Crop and renew all the sounding tube support brackets inside the tank. Make up the new sounding tube with new stainless steel bolting material.

Crop and renew sections of tubes inside the Anti-Rolling Tank (4-72-0) while the Anti-Rolling Tank is gas freed with condition of "Safe for Hot Work" as follows:

- 1) Fuel Oil Tank (4-72-2) one (1) section of 1-1/2 inch ips schedule 80 steel pipe sounding tube approximately 6 foot long with fittings and deck connection, the sounding tube deck connector shall be stainless steel body with bronze plug and gasket. Two (2) deck penetrations and crop and renew support brackets inside the Anti-Rolling Tank.
- 2) Motor Room / Shaft Alley Bilge one (1) section of 1-1/2 inch ips schedule 80 steel pipe sounding tube approximately 6 foot long with fittings and deck connection, the sounding tube deck connector shall be stainless steel body with bronze plug and gasket. Two (2) deck penetrations and crop and renew support brackets inside the Anti-Rolling Tank.

Provide labor, material and equipment to hydroblasting the Anti-Rolling Tank (4-72-0) in it entirety interior surfaces including all structural members, piping, ladders, platforms, etc., to bare metal surface. Than, the cleaned surfaces shall be high-pressure washed (3000 psi) with fresh water, all residues shall be removed and discarded by Contractor.

All surfaces shall be swept free of debris and blown down with compressed air prior to any coating system being applied. Tanks shall be cleaned to Paint Rep and COTR satisfaction. All debris is to be removed and discarded by Contractor.

Upon approval of the COTR and the Paint Technical Representative, internal tank surfaces shall be coated as follows:

One full coat Intertuff 262, KHA303/A or equivalent (Red, DFT 6.0 mils)
One full coat Intertuff 262, KHA302/A or equivalent (Grey, DFT 6.0 mils)

Reach rod packing shall be renewed after completion of coating. Proper operation of all reach rods shall be demonstrated to COTR.

Item No. 210 SEA-VALVE AND OVERBOARD-VALVE EXAMINATION

ABSTRACT

It is the intent of this item of open, clean, lap, inspects and tests the vessel's sea valves and overboard valves for examination and regulatory credit.

REFERENCES

None

ITEM LOCATION/DESCRIPTION

Valves to be opened and inspected are listed below:

SEA VALVES & OVERBOARD VALVES				
Location	Service	Type	Size	Qty
2-9-1 (4-6-1 Ballast Tank)	Bow Thr SW Overboard (ROV)	Gate	1 inch	1
2-10-3 (Bow Thruster Room)	Bow Thr SW Overboard	Gate	1 inch	1
2-9-2 (4-6-2 Ballast Tank)	Bow Thruster SW Suction (ROV)	Gate	1 ¼ inch	1
2-7-2 (Bow Thruster Room)	Bow Thruster SW Suction	Gate	1 ¼ inch	1
3-25-C/L (4-24-1 Void)	Doppler Speed Log	Gate	10 inch	1
3-31-P (AC Machinery Room)	AC Condenser Overboard	Swing-check	5 inch	2
3-33-S (MSD Room)	Sewage Overboard	Swing-check	4 inch	2
3-33-S (MSD Room)	MSD Overboard	Swing-check	2 inch	1
3-33-S (MSD Room)	MSD Overboard	Gate	2 inch	1
3-37-P&S (4-34-1 Void)	Distiller Brine Overboard (P & S)	Swing-check	3 inch	2
3-37-P (Mn Generator Rm)	Distiller Brine Overboard (P)	Swing-check	3 inch	1
3-37-S (Mn Generator Rm)	Distiller Brine Overboard (S)	Stop-check	3 inch	1
3-39-S (Mn Generator Rm)	Waste-water Overboard	Swing-check	4 inch	2
3-39-S (Mn Generator Rm)	Sewage Overboard	Swing-check	4 inch	2

SEA VALVES & OVERBOARD VALVES				
Location	Service	Type	Size	Qty
3-44-P&S (4-34-1 Void)	Ballast / SSDG overboard (P & S)	Swing-check	6 inch	2
3-40-P&S (Mn Generator Rm)	SSDG Overboard (P & S)	Swing-check	5 inch	2
3-41-P (Mn Generator Rm)	Ballast Overboard (P)	Swing-check	2 ½ inch	1
3-41-S (Mn Generator Rm)	Bilge Overboard (P)	Swing-check	3 inch	1
3-41-S (Mn Generator Rm)	ASW Overboard	Swing-check	4 inch	1
3-49-S (Mn Generator Rm)	ASW Overboard (ROV)	Globe	4 inch	1
3-38-8 (Mn Generator Rm P)	Emergency Bilge Suction (ROV)	Stop-check	4 inch	
Main Generator Room	Main Seawater Suction (ROV)	Angle-stop	8 inch	3
Main Generator Room	Sea Strainer Isolation	Butterfly	8"	3
Main Generator Room	Seachest Vent	Gate	2 ½ inch	3
Main Generator Room	Forward Seachest Blowdown	Stop-check	1 ½ inch	1
3-48-P&S (Mn Generator Rm)	After P&S Seachest Blowdown	Stop-check	1 ¼ inch	2
3-66-P (Mn Motor Rm - Port)	Waste-water Overboard	Swing-check	4 inch	2
3-66-P (Mn Motor Rm - Port)	LO Cooler SW Overboard	Swing-check	½ inch	1
3-66-P (Mn Motor Rm - Port)	LO Cooler SW Overboard	Gate	½ inch	1
3-66-S (Mn Motor Rm - Stbd)	Air Cooler SW Overboard	Swing-check	2 inch	1
3-66-S (Mn Motor Rm - Stbd)	Air Cooler SW Overboard	Butterfly	2 inch	1

NOTES

The quantity, type, size and location of sea valves listed above are given for reference only; it is the Contractor's responsibility to search out and verify the information herein as the intent of this item is to inspect ALL sea valves.

This specification item shall be performed in conjunction with drydocking.

Contractor to insure that all valves to be opened are isolated from all sources of fluid and that systems are locked out / tagged out. Drain valves and associated piping of all fluids prior to opening valves for inspection. Contractor shall remove and dispose of all drainage in accordance with applicable federal, state, and local regulations.

Contractor's attention is directed to the "Painting" item of the Specifications.

STATEMENT OF WORK

Open the vessel's sea and overboard valves listed above for inspection.

Contractor shall supply all rigging, staging and/or scaffolding necessary to complete this item, including erection and dismantling of same.

Contractor shall remove any interferences as necessary to access and inspect valves listed, including but not limited to manhole covers (for valves in tanks or voids), brackets, linkages, and piping.

Upon completion of valve inspection, all items removed are to be reinstalled. Clean all manhole covers removed and mating seating surfaces, renew all missing or broken studs, renew all gaskets using proper materials based on tank use. Lubricate studs with anti-seize compound and reinstall all manhole covers as directed.

All valves requiring inspection are to be carefully marked when opened or removed.

Open all covers, caps, and bonnets and remove stems, seats and packing glands. Dismantle all working parts to permit inspection and cleaning.

Clean and polish disks, stems, and seats. All disks are to be lapped in place.

Valve seating contact area shall be determined by spotting-in the seat and disk using the blue dye method or equivalent. A 360 degree unbroken ring of contact shall be required.

After disassembly and spotting-in, all valves are to be presented to the Owner's Representative and ABS and USCG representatives for inspection.

Reassemble and reinstall valves with new packing, gaskets and fasteners after satisfactory completion of inspection. All new fasteners are to be stainless steel.

All repairs beyond the scope of work prescribed herein are to be submitted to the Owner's Representative for approval prior to commencing work. If at any point during inspection it is determined that a valve is beyond economic repair, the Owner's Representative shall be notified immediately and work on the valve shall stop until further repair or replacement is authorized.

Where fitted, reconnect remote operator linkages (valves indicated above with ROV) and verify proper operation.

Verify proper operation of all valves.

Remove and dispose of work generated trash and debris.

Restore the coating to the external surfaces of each sea valve after completion of repairs as per the vessel's original coating specification.

PERFORMANCE CRITERIA / DELIVERABLES

Sea and Overboard Valve Condition Report

Item No. 211 WASTER PIECE EXAMINATION

ABSTRACT

It is the intent of this item to inspect internally and externally waster pieces installed in seawater suction and overboard piping.

REFERENCES

None

ITEM LOCATION/DESCRIPTION

Waster Pieces				
Location	Service	Length	Nominal Size	Qty
4-6-1 Ballast Tank	Bow Thruster SW Overboard	12 inch	1 inch	1
4-6-2 Ballast Tank	Bow Thruster SW Suction	8 inch	2 in x1 ¼ inch	1
3-31-P (AC Machinery Room)	AC Condenser Overboard	24 inch (W)	5 inch	1
3-37-P&S (4-34-1 Void)	Distiller Brine Overboard (P & S)		3 inch	2
3-39-S (Mn Generator Rm)	Waste-water Overboard		4 inch	2
3-44-P&S (4-34-1 Void)	Ballast / SSDG overboard (P & S)	18 inch	6 inch	2
Main Generator Room	Main Seawater Suction - Aft	24 inch	8 inch	2
3-66-P (Mn Motor Rm - Port)	Waste-water Overboard		4 inch	1
3-66-P (Mn Motor Rm - Port)	LO Cooler SW Overboard	6 inch	3/4 inch	1
3-66-S (Mn Motor Rm - Stbd)	Air Cooler SW Overboard	24 inch	2 inch	1

NOTES

The quantity, type, and size of waster pieces listed above are given for reference only - lengths given are approximate.

This specification item shall be performed in conjunction with the sea valve and overboard valve inspection item.

Contractor to insure that all piping to be opened is isolated from all sources of fluid and that system are locked out / tagged out. Drain piping of all

fluids prior to opening for inspection. Contractor shall remove and dispose of all drainage in accordance with applicable federal, state, and local regulations.

Contractor's attention is directed to the "Painting" item of the Specifications.

STATEMENT OF WORK

Contractor shall supply all rigging, staging and/or scaffolding necessary to complete this item, including erection and dismantling of same.

Remove existing waster pieces that are flanged at both ends from seawater piping. Waster pieces that are welded at one end to the vessel shall be opened for inspection by removing adjacent flanged piping.

Contractor shall remove any obstructions necessary to access and inspect waster pieces listed. Upon completion of inspection, all items removed are to be reinstalled.

All waster pieces requiring inspection are to be carefully marked when opened or removed.

Clean and inspect all flanges on mating piping / hull connections.

Waster pieces shall be visually inspected for evidence of corrosion or deterioration. All inspections shall be conducted in the presence of the Owner's Representative.

Reinstall waster pieces in original locations and reconnect mating piping using new gaskets and new 316 stainless steel bolts and nuts.

Replacement of any waster pieces if required shall be handled by a change order. New waster pieces shall be manufactured from ASTM A106 GR B seamless ABS Schedule 80 pipe with ASTM A105 steel flanges. Flanges shall match existing mating flanges.

PERFORMANCE CRITERIA / DELIVERABLES

Waster Piece Condition Report

Item No. 212 BOW THRUSTER MAINTENANCE

ABSTRACT

Provide services of an Authorized Harbormaster Service Representative to inspect and supervise maintenance of bow thruster.

REFERENCES

Ship's Technical Manual T9244-AE-MMC-010; Harbormaster Tunnel Thruster

ITEM LOCATION/DESCRIPTION

Location: Frame 9

Quantity: one (1)

Description: Harbormaster Model BT-550 Tunnel Thruster; [Serial No. 429](#)

NOTES

This item shall be performed in conjunction with the drydocking.

All work associated with this item to be supervised by thruster manufacturer's service representative scheduled by Contractor and provided at Contractor's expense.

All replacement parts shall be procured from the thruster manufacturer.

Thruster manufacturer: Harbormaster
31777 Industrial Road
Livonia, MI 48150
Tel: 734-425-1080

STATEMENT OF WORK

Erect staging and/or scaffolding required to complete this item

Drain the bow thruster lube oil level down to minimize the amount of lube oil spillage from the gear sump. Properly dispose of all oil drained from system in accordance local, state and federal government EPA Regulations and Requirement.

Conduct a complete inspection of thruster in accordance with manufacturer's maintenance instruction including but not limited to all gears, bearings, propeller and shaft. A complete condition report shall be submitted to the COTR.

Bow Thruster gearbox magnetic drain plug will be inspected by COTR prior to reinstallation.

Fully clean and polish propeller. Use of grinding or abrasive stones for cleaning or polishing is not permitted. Care should be taken to minimize loss of propeller material. Polishing marks should lie in direction of water flow.

Reassemble thruster with new seals, gaskets, and O-rings. These parts shall be procured from the thruster manufacturer by the Contractor at Contractor's expense. Replacement of any additional parts based on the inspection results shall be handled by change order.

In the presence of Owner's Representative, refill lubricating oil with Contractor supplied Mobilgear 632 to High Level mark on bow-thruster head tank, approximately 55 gallons of Mobilgear 632 oil required. Inspect for and correct any leaks.

Cover thruster propellers to protect from paint spray or foreign material. (Remove covers prior to refloating vessel.)

Replace safety bars. Renew fasteners as original.

Remove staging and leave area ready for operation.

Proper operation of bow thruster shall be verified after vessel is refloated.

PERFORMANCE CRITERIA / DELIVERABLES

Bow Thruster Condition Report

ITEM No. 213 ULTRASONIC/AUDIO HULL GAUGING - ABS SSH NO. 5

ABSTRACT

It is the intent of this item to describe the requirements to take ABS steel hull vessel ultrasonic/audio gauging readings.

REFERENCE

ABS Rules for Building and Classing Steel Vessels, Part 1, Classification, Testing and Surveys

LOCATION / DESCRIPTION

Ship's entire steel hull, decks and compartments

NOTE

This Item shall be working in conjunction with all drydocking Items and Tank Internal examine and inspections.

Ultrasonic/Audio gauge reading shall be taking by ABS Certified Ultrasonic Gauge Technicians.

STATEMENT OF WORK

Arrange and provide services of ABS Certified hull ultrasonic/audio gauging technicians to perform hull ultrasonic/audio gauging reading as required by the ABS Surveyor(s), in accordance with ABS rules for "Thickness Gauging for Dry Cargo Vessels - Special Survey No. 5", requirement for Special Survey No. 5 is, but not limited to two girth belts (internal and external), the forepeak internal and aft peak internal, and may some additional reading as required by the on-site ABS Surveyor(s) in order to complete the Special Hull Surveys No. 5.

Provide labor, material, equipment, man-lift or staging, lighting, ventilation as necessary to assist the Ultrasonic Gauging Technicians to taking ultrasonic/audio thickness gauge reading on the hull and internal areas.

Upon completion, Ultrasonic/Audio Technicians shall prepare and submit five (5) hard copies of the gauging readings in ABS approved format, and one (1) electronic copy in CD to the COTR.

PERFORMANCE CRITERIA / DELIVERABLES

Prove all the work to the satisfaction of COTR and Ship's Officers.
Submit gauging reading reports as specified in "Statement of Work"

ITEM No. 214 ANCHOR CHAINS AND LOCKERS

ABSTRACT

The intent of this Item is range the Port and Starboard anchor chains, lay out on drydock. Prepare the anchor chains and chain lockers for inspection.

REFERENCE

ABS Rules for Building and Classing Steel Vessels, Part 1, Classification, Testing and Surveys

LOCATION/DESCRIPTION

Port and Starboard Anchor and Chains: Chain size: 1-3/8 inch stud link, Port: 8 shot and Starboard: 7 shots

NOTE

None

STATEMENT OF WORK

Open the manholes on the port and starboard chain lockers for access.

Range the port and starboard anchor chains. Disconnect the bitter ends from the breakaway fittings and lower the bitter ends to the dock floor.

Wash down the chains and anchors to remove all mud, loose debris and salts.

Disconnect the first shot of both the port and starboard chains from the anchor swivels and the second shot of chain. Connect the second shot of chain, port and starboard, to their respective anchors. Shift the removed first shots of chain and connect same to the original bitter end of their respective chains.

Gauge the anchor chains as required by the ABS Rules. Inspect chains for loose studs, abnormal wear, damage, deteriorated connecting links or missing plugs. Inspect the anchors for bends, deteriorated crown pin, worn or otherwise deteriorated anchor shackle or shackle pin, etc. Submit, to the COTR, a report consisting of the gauging and any significant observations made during the inspections. Repairs found to be necessary as a result of the inspections will be dealt with separately.

Accomplish a Commercial Blast in accordance with the Steel Structures Painting Council Surface Preparation Standard, SSPC-SP6, to the port and starboard anchor chains and anchors. Turn the chains and anchors as necessary to ensure that all surfaces are blasted.

Surface preparation of the anchors and chains shall be inspected and approved

by the COTR and the paint manufacturer's rep. prior to the application of any coatings.

Ensure the following conditions are met prior to painting:

- A. Surfaces shall be clean, dry, free of oil, grease or residue from abrasive blasting.
- B. Air and metal surface temperatures shall be within the range published by the paint manufacturer.
- C. The ambient air and metal temperatures must register at least 5 degrees Fahrenheit above the dew point temperature.
- D. The relative humidity shall be no higher than 80 percent.
- E. No coating shall be applied at temperatures below 35 degrees Fahrenheit without prior written approval of the COTR.
- F. Painting shall not be performed between the hours of 1900 and 0800 without prior written approval of the COTR.

Paint material shall be stored within the paint manufacturer's recommended temperature range. When paint material is being applied, ensure that the material's temperature is within the manufacturer's recommended range for application, but in any case, not less than 70 degrees Fahrenheit.

All coatings shall be MARAD approved in accordance with MARAD RRF Coating Guidelines, Latest Revision.

When directed by COTR both anchors and all chains will be applied with 1 coat of epoxy holding primer in 2 mils DFT and 2 coats of black surfaces tolerant epoxy anti-corrosive to yield 5 mils DFT each for a total of 12 mils DFT. Additionally, the last and next to last shots shall be top coated as follows when the second coat of epoxy is tacky, as defined by the paint rep.:

- A. The last shot of chain port and starboard shall be painted bright red with a paint conforming to TT-P-490.
- B. The next to last shot of chain port and starboard shall be painted bright yellow with a paint conforming to TT-P-490.

Shots of chain shall be marked as follows:

- A. Detachable links shall be painted red, white or blue in a repetitive sequence: 15 fathoms, red; 30 fathoms, white; 45 fathoms, blue; 60 fathoms, red, and so on.
- B. Links on either side of the detachable link shall be painted white, as follows: At 15 fathoms, one link on each side of the detachable link shall be painted. At 30 fathoms, two links on each side of the detachable link shall be painted. The remaining detachable links follow the same progression.
- C. Shots of chain shall also be marked with wire as follows: At 15 fathoms, 1 turn of wire shall be placed on the first stud on each side of the detachable link. At 30 fathoms, 2 turns of wire shall be placed on the second stud on each side of the detachable link. The remaining detachable 1 links follow the same progression.

The entire interior on both Port and Starboard chain lockers and drain well sumps are to be cleaned with high pressure water jet blasting to International Hydroblasting Standards (IHS), HB2 "Thorough Hydroblast Cleaning" or, SSPC SP-

6, and remove all rust, scale, mud, dirt, failed coating and debris. Ventilation and dehumidification shall be provided during high pressure water jet blasting operations.

After the prepared chain lockers' interior surfaces have been inspected and approved by COTR, the entire cleaned surfaces shall be coated in accordance MARAD RRF Coating Guideline, Appendix A-1(3), Approved Special Purpose Coatings - Chain Lockers, HEMPEL Hempadur 35539 or JOTUN, 65 Sovapon Mastic, Coating system. Painting condition requirements shall be comply with Anchor Chain coating within this work item. The manhole covers shall be conveyed to shop and grit blasted to SSPC SP-10 and applies same coating system as the chain lockers' interior surfaces. Return the manhole covers to ship and prepare for reinstallation. Prepare the chain lockers for storing the anchor chains.

Upon completion of all coating and marking of the chains, reconnect the bitter ends of the chain in their respective chain lockers. Ensure that there are no twists in the chain, either between the bitter end and the wildcat or between the wildcat and the pawl. Clean and touch-up chain locker coatings disturbed by this work. Remove all rigging gear and debris. When approved by the COTR, heave-in the anchor chains and bring the anchors home.

Close the access manholes on the chain lockers using new gaskets and existing fasteners. Clean and touch-up all disturbed surfaces.

All debris generated in the performance of this item, whether solid or liquid, shall be disposed of in accordance with all Federal, State and Local regulations.

The contractor shall prepare a paint report and submit same to the COTR within three days of completing the coating application. The report shall include the following data:

- A. Date and time of each application.
- B. Temperature, humidity and dewpoint, at time of each application.
- C. Manufacturer, Product Identification No. and Batch Nos. for each type of paint applied.

PERFORMANCE CRITERIA / DELIVERABLES

Prepare and submit anchor chain gauging reports.

A condition report is to be written on all gauges tested and calibrated and submitted to Owner's Representative.

All gauges successfully tested shall have a certificate attached with testing/calibration date and expiration date.

After testing and calibration, all gauges and meters shall be reinstalled.

All gauges needing to be repaired or replaced shall be handled by a separate work order approved by the Owner's Representative.

PERFORMANCE CRITERIA / DELIVERABLES

Gauge and Meter Condition Report

Item No. 302 PIPING REPAIRS

ABSTRACT

Contractor is to perform various piping repairs as detailed within this specification item.

REFERENCES

Ship's Drawing 521-0000212; Firemain System
Ship's Drawing 514-0000210; Chilled Water System
Ship's Drawing 528-0000214; Plumbing Drains & Sewage Transfer System
CFR (Code of Federal Regulations) Title 46, Subchapter F "Marine Engineering",
Subpart 56 "Piping System and Appurtenances".

LOCATION / DESCRIPTION:

- 1) Ballast Water Tank 4-24-0 Vent Pipe.
- 2) No. 2 Lift Station to Sewage Holding Tank.
- 3) Sea Water Cooling Piping on Main Motors' Air Coolers.
- 4) Bilge pump suction piping modification.

NOTES

It is the Contractor's responsibly to remove and reinstall upon completion of work any and all interferences to complete this specification.

Contractor is to have a Certified Marine Chemist confirm all tanks safe for hot work and issue a "Safe for Hot Work" certificate in accordance with Specification "Gas Free" item. If necessary, Contractor to provide ventilation required to achieve a gas free condition. Contractor is to maintain gas free status for the duration of the work. The tanks are to be tested a minimum of at least once every 24 hours, with a new certificate issued.

Contractor shall insure safe hot-work procedures are followed and it is the Contractor's responsibility to remove and reinstall upon completion of work any hazards that may prevent safe hot areas.

Contractor shall comply with requirements for weld procedures and welder qualifications included in the General Requirements item of this

specification. All welds are to be approved by Owner's Representative.

Contractor shall ensure that all piping systems to be opened are isolated from all pressure sources and that systems are properly locked out / tagged out. Contractor shall be responsible to drain systems to be opened and to properly dispose of all drainage.

Piping internal surfaces shall be free of foreign material.

Contamination of systems in which piping is being repaired shall be prevented.

STATEMENT OF WORK REQUIRED

Renew section of the #2 Sewage Lift-Station Pump Discharge Line.

Cut out deteriorated section of pipe from sewage line and renew with NPS 1¼" Mil-T-16420 Class 200 90-10 copper-nickel pipe. Contractor is to estimate renewal of 10 feet of pipe.

Replaced piping section shall be isolated and hydrostatically tested to a pressure of 100 psig for a period of 30 minutes. No leakage shall be permitted.

Renew coating as original.

Renew section of a section of ballast water tank vent.

Crop and renew one (1) section of deteriorated vent pipe from ship laundry room 2-24-1 overhead area to outside the ladder well and passage overhead areas, approximately 35 foot of 3 inch schedule 80 steel pipe with bends.

Coat the new and disturbed surface to match the surrounding areas.

Sea Water Cooling Piping on Main Motor Air Coolers

Disconnect and remove one (1) section of sea water cooling pipe from Main Motor Air Coolers' sea water cooling system in Main Motor Room Starboard Side Fwd as directed by Chief Engineer. Modify the piping for install one (1) each new 1-1/2 inch bronze flange gate valve. Provide and install one (1) each, new 1-1/2 inch flange bronze gate valve into the new prepared pipe with one (1) of flange. Install the new valve with gaskets and new bronze bolting material. Renew all disturbed piping insulations, manufacture and install new insulation pad for the new valve.

Bilge pump suction piping mod

Disconnect a section of 1-1/4 inch piping on oily water separator inlet line and one (1) section of 1-1/4 inch piping on bilge pump suction line. Modify the removed piping by install a new "tee" and a 1-1/4 inch bronze gate valve on oily water separator inlet line, reconnect the oily water separator inlet line with one (1) new 1-1/4 inch bronze valve. Install new section of 1-1/4 inch ips schedule 40 pipe connecting from the new "tee" to bilge pump suction line with one (1) new 1-1/4 inch bronze gate valve, reconnect the bilge pump suction piping as original. Provide five (5) each 1-1/4 inch bronze non-return globe valve to replace five (5) solenoid valves currently installed on

Generator Room and Main Motor Room Bilge wall, disconnect, remove the solenoid valves and modify the piping to fit the new non-return globe valves.

Apply and touch up the disturbed and new surfaces to match the surrounding areas.

Item No. 303 CLEANING MAIN AND AUXILIARY SWITCHBOARDS

ABSTRACT

Contractor is to provide labor, material and equipment to clean and service the main and auxiliary switchboards outside the normal working hours.

REFERENCES

General Electric Technical Manual

LOCATION / DESCRIPTION:

Main Control Room, 2-52-0

 Main Generators' Switchboard No. 1, 2, 3, and 4
 Main Propulsion Motors' Switchboard - Port and Starboard Motor
 Power Distribution Panel - Port and Starboard Panel
 60 Hz MG Set Switchboard
 Shore Power Switchboard
 Transformer Switchboard

Emergency Generator Room, 1-5-0

 Emergency Generator Switchboard
 Power Distribution Boards
 440 Volts Distribution Board
 120/24 Volts Distribution Board

NOTES

It is the Contractor's responsibly to remove and reinstall upon completion of work any and all interferences to complete this work Item.

The Contractor shall insure that all electrical power to the switchboards has been secured and properly locked out / tagged out prior to the commencement of work.

Contractor shall schedule the switchboard cleaning in outside the normal working hours, such as at night time and/or weekends, and notify COTR and Chief Engineer in 48 hours advance prior to starts the switchboards' cleaning.

Contractor is to be aware that some breaker arc chutes may contain asbestos. Adequate safe handlings procedures shall be employed to protect personnel from health hazards and prevent contamination of the vessel.

STATEMENT OF WORK REQUIRED

The contractor shall tag out all main and auxiliary switchboards prior to starts this item. Prior to the start of work, the contractor shall contact

the COTR and/or the Chief Engineer to coordinate the implementation of the Tag Out for the entire performance period of this item. The prime contractor shall be responsible for compliance by both prime and subcontractor personnel.

Furnish labor, material and equipment to thoroughly vacuum and/or blow with clean, dry, compressed air, all dust, dirt, carbon, film, etc., from all electrical/electronic components of switchboards listed in REFERENCE.

Using an approved electrical cleaning solvent and clean, lint-free rags, wipe down and clean all components, removing all remaining carbon, oil, grease and foreign matter.

Open up switches, rheostats and breaker enclosures, vacuum, wipe down, clean blow dry and close up units per original. Drain and renew insulating oil in dash-pots.

Dress up and tighten bus bars, lug connections, terminals, relays, trips, and all contact points.

Lubricate all operating mechanisms.

Submit a list of defective parts found to COTR. A change order will be issued to cover replacements.

Replace all fuses with new ones of proper operating parameters.

After repairs have been completed and the switchboards have been energized, test each circuit breaker's trip setting for reverse current and low voltage trip. Make required adjustments and prove satisfactory to the USCG, ABS, COTR and Chief Engineer.

Item No. 304 MAIN PROPULSION E-MOTOR AIR COOLERS

ABSTRACT

Contractor shall open up the Port and Starboard Main Propulsion E-Motor Air Coolers for ABS/USCG inspection. Provide and renew zinc anodes in water boxes. Provide and renew air filters. Service and overhaul two (2) cooling water regulators.

REFERENCES

Technical Manual for Ocean Surveillance Ship (T-AGOS) Main Propulsion Motors

LOCATION / DESCRIPTION

Location: Main Propulsion Motor Room

Manufacturer Data: DOT/GEN Air Cooler Class II
Perfex Group
McQuary Perfex Inc.,

Berlin, Wisconsin
Contract # N00024-80-B-204
Serial # V37 1046301

Cooling Water Regulators: 1-1/2" Trerice Regulator

NOTE:

Contractor shall arrange Regulatory Body Inspector(s)/Surveyor(s) to conduct inspections/surveys on the Main E-Motor Air Coolers and ensure inspection /survey credits be credited to ship's inspection/survey record.

STATEMENT OF WORK REQUIRED

Furnish labor, material and equipment as necessary to complete this work Item.

Make necessary removal and restoration of interferences as necessary to work on the air coolers.

Security the sea water cooling system, drain the cooling water off the air coolers. If the ship's force needs cooling water for other equipment/machinery contractor shall make up temporary cooling water pipe/hose and provide necessary services as required. The temporary cooling water pipe/hose shall be removed upon the main motor air coolers work are completed.

Dismantle and remove the port and starboard main propulsion motor air coolers from motors' ventilation system. Convey the air coolers to shop for cleaning and open up for Regulatory Body to make inspection/survey. Prior to transport the air cooler to shop, contractor shall fabricate and install hard wood board protective covers to cover the air coolers' fin shield on both side to prevent damage on the cooler fin.

Disassemble the cooling water boxes from the air coolers; clean the air coolers' tubes and air cooling side in accordance with manufacturer's specification and/or cleaning procedure.

The water box covers/headers shall be thoroughly cleaned to remove all the scale and sludge to bare metal surfaces, after inspected and approved by COTR apply new approved type coating. Provide and renew all zinc anodes (four (4) zinc anodes in each air cooler) using the existing zinc anodes as sample to purchase new zinc anode.

Performance hydrostatic tests to 1-1/2 of the working pressure on both air coolers in presence of ABS Surveyor(s), USCG Inspector(s) and COTR.

Upon completion, return the air coolers to ship and reinstall as original with new gaskets. Test the water box with operating water pressure to ensure no leaks on the water box.

Provide and renew air cooler filter using the existing filter as sample to purchase the new air filters. The new air filter shall be purchased from DRiCO, Industrial Corporation, Willington, NJ 07055. The new air filter shall be "DustMaster" double element all-purpose panel type disposable air filter.

While the air coolers under overhaul and cleaning, contractor shall disconnect

and remove two (2) each 1-1/2 inch cooling water temperature regulators from the sea water cooling line. Arrange and send the regulators to manufacturer authorized service shop to completely overhaul and service the regulator as per manufacturer's standard specification. Regulator Manufacturer - H.O. Trerice Co., Detroit, Mich. When the regulators overhauled and returned from the authorized service shop, convey the regulators to ship and reinstall as original.

**Item No. 305 PORT AND STARBOARD MAIN PROPULSION MOTORS' PEDESTAL BEARINGS
AND THRUST BEARING INSPECTION (ABS)**

ABSTRACT

Contractor is to open the port and starboard side main propulsion motors' pedestal bearing and the main propulsion shaft thrust bearing for ABS Inspection.

REFERENCED

Technical Manual for Ocean Surveillance Ships (T-AGOS) Main Propulsion Motors

LOCATION / DESCRIPTION:

Main Generator Room, lower level

Manufacturer Data: mfr: - Waukesha Bearing Corp

Type: Flange Mounted Combination 16-1/2"
10x10 Pad Thrust & 8x8" LG Journal
Bearing

NOTES

It is the Contractor's responsibly to remove and reinstall upon completion of work any and all interferences to complete this specification.

Contractor shall ensure that all piping systems to be opened are isolated from all pressure sources and that systems are properly locked out / tagged out. Contractor shall be responsible to drain systems to be opened and to properly dispose of all drainage.

All testing must be performed in the presence of Owner's Representative.

All work specified within this work Item shall be under supervise of manufacturer service engineer(s)

STATEMENT OF WORK REQUIRED

Furnish labor, material and equipment as necessary to complete this work item, remove and reinstall interferences as necessary to clear the work area for working on the port and starboard main propulsion motors' pedestal bearing and thrust bearing.

Arrange and provide services of manufacturer authorized service engineer(s) to

supervise the work on pedestal and thrust bearings accomplish by the Contractor and/or sub-contractor(s).

Drain the lube oil from the pedestal and thrust bearings, dispose the lube oil in accordance with Federal, State and Local Government EPA Regulations /Requirement.

Open port and starboard main propulsion motor fwd pedestal bearing, clean and lay out the journal and parts for ABS Surveyor(s) to conduct condition inspection/survey. Upon completion and as directed by COTR reassemble the pedestal bearings as original with new gaskets and seals. Refill the bearing sumps with contractor provided new lube oil.

Open port and starboard main propulsion motor thrust bearing assembly, clean and prepare all the thrust pads, journals and parts for ABS Surveyor(s) to conduct inspection and obtain Machinery Special Surveys Credits. Prepare and submit condition reports to COTR. Upon completion and as directed by the COTR, reassemble the thrust bearings as original and in accordance with manufacturer specifications. Provide and renew all gaskets and seals with OEM parts. Refill the thrust bearing sumps to normal operating oil level with contractor furnished new lube oil.

The new lube oil shall be Mobile DTE-HM Lube Oil. Approximately 200- gallons will needed for pedestal and thrust bearings.

Upon completion with assistance of Ship's Force, conduct operational test to prove satisfactory operation prior to the ship departing from contractor's facility.

DELIVERABLES

Bearing condition and Service Engineer reports

Item No. 306 CLEAN SEA WATER PIPING

ABSTRACT

Contractor is to disconnect and remove sea water cooling pipes in section on main propulsion motors sea water cooling system. Complete clean the piping internal with high pressure (1000 psi) water jet piping cleaning procedure. Upon completion, reinstall all the cleaned sea water pipes as original with new gaskets. Approximately 150 ft of 1" to 3" sea water pipes to be cleaned.

REFERENCES

None

LOCATION / DESCRIPTION:

Main Motor Room

NOTES

It is the Contractor's responsibly to remove and reinstall upon completion of

work any and all interferences to complete this specification.

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment to disconnect and remove sea water piping on port and starboard main propulsion motor air box and lube oil cooler sea water cooling system. Removal shall be started from sea water pump discharge side to main motor lube oil coolers and air coolers inlet side on both port and starboard main propulsion motors, than, from the coolers' outlet side to the ship's overboard discharge valve. The piping shall be disconnected and removed in sections on its connection flanges/coupling/unions, if the pipe joints were welded; contractor shall cold cut the joints, when the cleaning is completed, provide and install new flanges or couplings.

Provide and set-up high pressure (1000 psi) water jet piping cleaning machine to clean the interior surface of the removed piping to remove all the rusts, scale and build-up stoppage inside the sea water pipes.

Upon completion and approved by Chief Engineer, reinstall all the remove piping with new gaskets and bolting material.

Ship's engineers will test the piping with operating water pressure and contractor shall repair/correct deficiency and leaks if any.

Item No. 307 MACHINERY SPACE VENTILATION SYSTEM CLEANING

ABSTRACT

Contractor is to provide labor, material and equipment to open and cleaning Main Generator Room air supply system duct work. Approximately 75 ft. of 24 inch x 20 inch with dampers/diffusers and air divergent outlets.

REFERENCES

None

LOCATION / DESCRIPTION

Main Generator Room

NOTES

It is the Contractor's responsibly to remove and reinstall upon completion of work any and all interferences to complete this specification.

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment to cut and remove sections of ventilation duct work to grant access for cleaning the entire air supply duct work in Main Generator.

The entire air supply system duct work shall be cleaned with heavy industrial wet/dry vacuum machine to remove all the rust, scale and foreign matters. Upon completion and approved by the Chief Engineer, reinstall the removed duct work as original. Renew/repair all the disturbed duct work insulation with USCG

approved insulation material.

Prove all the work to the satisfaction of Chief Engineer.

Item No. 308 STEERING GEAR ROOM AIR SUPPLY FAN AND MOTOR

ABSTRACT

This item is to overhaul the steering gear room air supply blower and motor. Repair air supply duct work.

REFERENCES

NAVSEA Technical Manual T9512-AG-MMC-010

LOCATION / DESCRIPTION

Location: Steering Gear Flat

Blower Manufacturer: Twin City Fan & Blower Co.,
 550 Kasota Avenue
 Minneapolis, Minnesota 55414

Size: 135BC

Electric Motor - U.S. Electrical Motors Division
 Emerson Electric Co.,

2 HP, 1800 RPM, 3/60/440V, ODP,
145T

NOTE

None

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment to accomplish all the work listed within this work Item.

Prior to the start of work, the contractor shall contact the MARAD COTR and/or the Chief Engineer to Tag Out blower/motor for the entire performance period of this item. The prime contractor shall be responsible for compliance by both prime and subcontractor personnel.

Remove interference items as required and tag showing system, location, name of ship and work item number. Disconnect the motor electrically and mechanically. Remove motor and fan assembly and convey to shop.

Completely disassemble the motor and fan, thoroughly clean and examine all parts. Protect machined surfaces. Inspect the armature for defective bars.

Inspect and dimensionally measure end bells, frame, shaft, sleeve, bearings, keyways, belt pulley and running surfaces for wear, eccentricity, and other defects.

If further repairs are found to be necessary submit condition report and consult with COTR for instructions before proceeding. Additional repairs deemed necessary by COTR shall be the subject of a change order.

The windings and rotor are to be baked to remove all moisture

The windings shall then be impregnated and with Class F insulating varnish and baked IAW latest IEEE STD 45 regulations.

Corp and renew bottom half of the blower/fan housing, using the existing housing as template. The housing shall be fabricate with 12 Gauge galvanized sheet metal.

All surfaces of the fan and fan housing and motor frame exterior shall be grit blasted to bare metal. Apply one (1) coat primer and one (1) finish coat to match surrounding areas for units located within the interior of the ship. All coatings shall be in accordance with MARAD Coating Guideline, Latest Revision.

Dynamically balance the rotor and the fan as a unit. The COTR shall witness final balancing and shop test run. Final unbalance shall not exceed the manufacturer's specifications for a new unit.

Dress all bearing housings to accept new bearings.

Install new bearings and grease seals as original and lubricate. Renew internal leads and connections as required. Completely reassemble the motor.

Renew assembly hardware and gaskets on covers, inspection plates, and between the external connection box and frame.

Upon completion of all repairs, inspection and approval by the COTR, return assembly to the ship, reinstall, connect, and align in accordance with equipment instruction manual.

Provide and install new belts.

Provide and renew air inlet and outlet flexible connections.

Test under actual operating conditions for minimum of one hour after temperatures stabilize. Record current, voltage, speed and frame and bearing temperature rise at 15 minute intervals. Prove all work satisfactory to the Port Engineer.

Submit "as released" report including test results to the COTR.

All interferences shall be reinstalled as original. Repair/renew all the disturbed duct work insulation with USCG approved insulation material.

Clean, prime and paint all new and disturbed areas to match the surroundings.

Item No. 309 FIRE/BALLAST PUMPS AND SALT WATER PUMPS INSPECTION

ABSTRACT

Contractor to open up three (3) Fire/Ballast Pumps and two (2) Salt Water Pumps for ABS Surveyor(s) to conduct SMS Inspection.

REFERENCE

Manufacturers' Technical Manual

LOCATION / DESCRIPTION

Location: Main Generator Room and Main Motor Room

Pump Manufacturers' Information: Mfr: - Aurora Pump
Model: - 361A
Size: Fire & Ballast Pump - 2x2-1/2x9
Salt Water Pump - 3x4x9

NOTE

None

STATEMENT OF WORK REQUIRED

Provide all material and special equipment. Make all removals and restorations. Remove and replace all interferences, rig and unrig, make all disassemblies and subsequent reassemblies to accomplish the following work. (Material, unless specifically stated as Government Furnished Material (GFM) shall be supplied by the contractor).

Perform the following on all pumps:

Drain and disconnect pump from piping, motor and foundation. Clean and retain for reinstallation all removed bolting, gauge lines, fittings, etc., in way of removals. Blank all open ended piping with blind flanges, screw caps or plugs as appropriate. Cardboard or sheet metal blanks or wooden plugs shall not be permitted. Remove existing coupling. Transport pump to repair facility. Report to COTR any pipe misalignment and deteriorated or defective foundations.

Completely disassemble pump. Sandblast and thoroughly clean the interior and exterior of casings. Protect machined surfaces. Inspect the casings and pump components for wear and defects in the presence of the Chief Engineer and COTR. Provide a written condition report to the COTR. Clean all the parts and prepare for ABS Surveyor(s) to conduct SMS Inspection.

Build up worn and eroded areas of pump casing by welding/brazing with parent metal and machine to original configuration. Belzona material applied in an approved manner may be used for low stress areas when authorized by COTR. Build up eroded areas of impeller by brazing with parent metal and machine to

manufacturer's specifications. Inspect pump shaft for distortion, defects, deterioration and conformance to manufacturer's specifications. Straighten shaft to within 0.002 inch total indicator runout (TIR). Correct minor irregularities on running surfaces by polishing.

Provide and renew all bearings, gaskets, seals and mechanical seal assembly to restore the pump to the original design condition. Reassemble pump using new gaskets, seals, mechanical seals and grease fittings. Hand dress mating and sealing surfaces to remove raised metal. All clearances and tolerances shall be within manufacturer's specifications. Notify the ABS surveyor and COTR for inspection four (4) hours prior to closing of the pump.

Prior to installing pump, pump foundation shall be machine scaled and painted with two (2) coats of primer and one (1) finish coat to match existing color scheme. Transport pump to ship. Align and connect pump to drive unit in accordance with manufacturer's requirements. Ream holes and install new dowel pins. Remove blanks and reconnect piping without transmitting piping strains to pump. Use new gaskets and fasteners. Rotate pump by hand and verify freedom of rotation. Paint all new and disturbed areas as above.

Perform an operational test for pump under actual service conditions for four (4) hours consecutive running time. Record output pressures every thirty (30) minutes under normal load. Correct any deficiencies are found in contractor's work.

SECTION 400: TOPSIDE WORK ITEMS

Item No.401 RESCUE BOAT FALLS RENEWAL

ABSTRACT

Contactors is to renew wire rope falls on Rescue Boat and perform weight tests in accordance with USCG/ABS Requirement.

REFERENCES

Rescue Boat Technical Manual

LOCATION / DESCRIPTION:

Location: 02 Level, Starboard Side, Aft

Manufacturer Data: Davit - D-I Davit International GmbH

Wire Rope Specification:

Construction - PYTHON VDW 505, 1960N/mm²

Minimum Breaking Strength - 96.2 kN

Diameter: - 10 mm

Length: - 23 Meter

NOTES

None

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment as necessary to accomplish this work item.

Remove the rescue boat falls in their entirety, as designated, and in place thereof, furnish and install new falls of same material, length, diameter, strands and threads, complete with new sockets, as original when new. Exercise care in handling wire. Kinks, fishhooks or crushed areas shall not be accepted.

While the wire rope is removed, the wire rope drum(s) shall be thoroughly

cleaned and degreased to remove all old grease, dirt and scale.

Lubricate all davit rollers, sheaves and blocks. Any sheave, block or roller found to be frozen shall be reported COTR.

Reeve the new falls. Falls shall be slushed in their entirety. Wire rope that lays on the drum(s) shall be slushed before it is spooled onto the drum(s) to ensure that it is coated all around.

Adjust the falls to ensure that the boat hangs properly.

Upon completion of above work the rescue falls and the rescue boas shall be subjected to a suspension test in accordance with USCG/ABS lifeboat Weight Test Requirement. Suspension/weight tests shall be in presence of USCG Inspector(s), ABS Surveyor(s), Ship's officer and COTR.

Item No. 402 SHIP'S STORE CRANE INSPECTION

ABSTRACT

Contractor to arrange manufacturer authorized service technician(s) to inspect the ship's store crane, check and adjust brakes, controls for proper operation to the satisfaction of Chief Engineer. Conduct weight test and witness by ABS Surveyor(s).

REFERENCES

None

LOCATION / DESCRIPTION

01 Level, Aft Deck

Manufacturer Data - Allied System Company
Sherwood, Oregon 97140

Model - TB-8-37
Serial No. 1684
Rated Capacity in "Part 1" - 4580 Lbs

NOTES

None

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment as necessary to accomplish all work requirements within this work Item.

Arrange and provide manufacturer authorized service technician(s) to check and make adjustments as necessary on the crane's brakes, controls, and safeties for proper operation to the satisfaction of the ship's Chief Engineer.

Provide equipments and ABS approved weight to accomplish weight test with 150 percent of the crane's safe working load in presence of ABS Surveyor(s), COTR and ship's Chief Engineer.

The safe working load for the assembled gear is to be stenciled on the heel of all booms, in white letters and numbers with the minimum angle to the horizontal at which this load may be applied and the date of the test. Letters and numbers are to be at least one (1) inch (25mm) high.

Item No. 403 CLEANING GALLEY RANGE EXHAUSTS SYSTEM

ABSTRACT

The intend of this work Item to clean the ship's galley range exhausts system.

REFERENCES

None

LOCATION / DESCRIPTION

Ship's Galley

NOTES

It is the Contractor's responsibly to remove and reinstall upon completion of work any and all interferences to complete this specification.

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment as necessary to accomplish all work requirements as specified within this work Item.

Thoroughly clean the interior surfaces of the galley range exhaust ventilation duct system, including filters, all hardware exterior of exhaust fan motor, fan discharge to the duct terminus and terminus screens.

Cleaning shall be accomplished by vacuum suction system augmented by hand tools and degreasers as required to thoroughly clean ducts of all grease, dirt and foreign matter. All debris resulting from the work required by this item shall be disposed of in accordance with all Federal, State and Local Environmental Regulations.

Accomplish all disconnections and removals necessary to accomplish the cleaning. If required, new access opening shall be cut into the duct work to facilitate cleaning. Furnish new sheet metal covers and install over new openings using gaskets and sheet metal screws. Covers shall be left airtight. Replace all disturbed insulation.

All dirt and debris resulting from this work shall be removed from the ship daily. Upon completion of work, all disturbed areas shall be left clean, primed and painted to match adjacent colors. All involved areas shall be left clean and in good order.

The above work shall be accomplished at such times and in such manner so not

to interfere with normal operation of the galley.

Item No. 404 GALLEY ELECTRIC RANGE.

ABSTRACT

Arrange and provide services of manufacturer authorized service technician(s) to completely overhaul galley electric range.

REFERENCES

None

LOCATION / DESCRIPTION

Location: Ship's Galley

Manufacturer Data: Toastmaster Commercial Division
McGraw-Edison Company

Model - 436 Electric Range All Combination

Grill - Model: M436A2RA

Hot Plate - Model: M436K1RB

NOTES

It is the Contractor's responsibly to remove and reinstall upon completion of work any and all interferences to complete this specification.

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment as necessary to complete this work Item.

Arrange and provide manufacturer authorized service technician(s) to go onboard to completely overhaul the ship's electric range all combinations unit. Provide and renew all defected heating elements, controls, switches, thermostatic, etc., in stove, oven, grill and hot plate unit.

Upon completion, test operating the overhauled range unit to the satisfaction of ship's Chief Engineer.

Item No. 405 COURSE RECORDER

ABSTRACT

Arrange and provide services of manufacturer authorized service engineer /technician to go onboard to service the ship's Course Recorder.

REFERENCES

None

LOCATION / DESCRIPTION

Location: Bridge

Manufacturer Data: Sperry Piedmont Company
Part Number: 1880271-1
Serial Number: 115

NOTE

None

STATEMENT OF WORK REQUIRED

Arrange and provide services of manufacturer authorized service engineer to go onboard to service the ship's course recorder, make adjustment as necessary to place the course recorder in proper operation condition. Provide and renew ink pointer/pin.

Prove all the work to the satisfaction of the ship's Master and Chief Engineer.

Item No. 406 INSTALLATION OF SIMPLIFIED VOYAGE DATA RECORDER SYSTEM

ABSTRACT

Contractor is to provide and install new SVDR (Simplified Voyage Data Recorder) system in accordance with IMO, USCG and ABS Requirement.

REFERENCES

S-VDR IMO Carriage Requirement Equipment: Information from the following systems which comply with International Electrotechnical Commission (IEC) 61162/National Marine Electronics Association (NMEA) format shall be fed into the S-VDR for recording:

- 1) IMO compliant GPS (mandatory)
- 2) IMO compliant Gyro compass (mandatory)
- 3) IMO compliant Speed Log (mandatory)
- 4) IMO compliant Depth sounder (If output available)
- 5) Wind speed and direction indicator (If output available)
- 6) Rudder order and response (If output available)
- 7) Engine order and response (If output available)
- 8) Thruster order and response (If output available)
- 9) Main alarms (If output available)
- 10) Water tight doors (If output available)
- 11) Fire alarms and doors (If output available)

LOCATION / DESCRIPTION

Location: Navigation Bridge

NOTE

It is the Contractor's responsibly to remove and reinstall upon completion of work any and all interferences to complete this specification.

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment as necessary to complete this work Item.

Purchase, provide and install new S-VDR (Simplified Voyage Data Recorder) system. The new S-VRD shall be Furuno Model VR-3000S or equal with data collection unit, transmitter, remote alarm panel and other material/ components for S-VDR complete installation.

Remove and reinstall bridge overhead panels and other interferences as necessary to clear the work area for install the new S-VDR system.

Fabricate and install new steel foundations as need for S-VDR installation using the new S-VDR units and components as template.

Provide and install all cables, wire ways, and deck penetrations required to fit S-VDR complete and connect all equipment defined in this work item.

- 1) Connect the Automatic Identification System (AIS) to the S-VDR.
- 2) Provide interface and connect existing 3cm radar to S-VDR.
- 3) Provide interface and connect existing VHF radio to S-VDR.
- 4) Provide and connect a minimum of four microphones in locations of bridge as defined by IMO guidelines for VDR installation
- 5) Provide and connect one IP66 rated microphone on each bridge wing in locations as defined by IMO guidelines for VDR installation.

Preparation of Drawings:

A complete set of installation drawings will be developed and submitted for approval to COTR before any installation.

Supply three sets of technical manuals and installation drawings.

Markings:

Install nameplates, notices, and markings for all new and modified systems (or areas).

Manufacturer's Representative:

Contractor to provide a Manufacturer's representative to test and commission system and to demonstrate proper operation to COTR and Ship's Master. Provide minimum of 4 hours training to ship's crew.

Contractor to obtain ABS approval of system fitted.

ABSTRACT

The intend of this work Item is to open/disassemble Port and Starboard Anchor Windlass and three (3) mooring winches for ABS Inspection.

REFERENCES

Ship's Technical Manual

LOCATION / DESCRIPTION

Location: Fwd and Stern Mooring Deck

Manufacturer Data: Anchor Windlass - Northern Line, Model: 3423 EHAW
Capstan - Northern Line, Model: X-1566M

NOTE

None

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment to open up, disassemble, clean all the parts/components and prepare for ABS Deck Machinery Inspection on the following listed deck machinery:

Port and Starboard Anchor Windlass
Three (3) Capstans

Upon completion, reassemble the Anchor Windlass and Capstans as original with new gaskets and seals. Test operating the Anchor Windlass and Capstans to the satisfaction of ship's force.

SECTION 500: OPTIONAL AND UNIT PRICED ITEMS

Item No. 501 OILY WATER, DIRTY OIL, AND SLOP REMOVAL

ABSTRACT

The intent of this work Item is to allow for the disposal of oily water, dirty oil, and slops in addition to those whose disposal is required elsewhere in this specification package. Any of this additional disposal is only at the specific direction of the COTR.

REFERENCE

Federal, State and Local EPA Regulations

LOCATION / DESCRIPTION

Contractor's Repair/Drydock Facility.

NOTE

None

STATEMENT OF WORK REQUIRED

Furnish labor, material, and necessary equipment to remove and dispose of oily water, dirty oil, and slop waste from the vessel. Pump from the vessel by Contractor-furnished pump to a suitable shoreside receptacle such as a road tanker, barge, storage tank, etc. and dispose of properly. All applicable Federal, State, and Local regulations regarding the disposal of waste oils shall be complied with. This item includes any ancillary work, such access to tanks and restoration of all removals. The COTR will designate tanks to be dealt with. Receipts signed by the COTR and/or his designated representative will be required EACH TIME slops are removed from the vessel under this item. Quote unit price per gallon of waste oil disposed.

The requirements of this item are IN ADDITION to any oily water, dirty oil, or slops that are removed and disposed of by the Contractor under any other work item, including general service items, in this specification. The intent of this item is to fix a rate at which ADDITIONAL oily waste can be disposed at

during the repair period.

Item No. 502 STEEL RENEWALS AND HULL WELDING

ABSTRACT

The intent of this work Item is to allow for steel renewals and hull welding as their requirement becomes identified during the repair period.

REFERENCES

ABS Rules for Building and Classing Steel Vessel:
Part 1, Classification, Testing and Surveys.
Part 2, Material and Welding
Part 3, Hull Construction and Equipment

CFR (Code of Federal Regulations) Title 46, Subchapter F "Marine Engineering"

ITEM LOCATION / DESCRIPTION

Contractor's Repair/Drydock Facility.

NOTE

None

STATEMENT OF WORK REQUIRED

Steel Renewals

Quote for each plate type a lumpsum price to replace a 3 ft x 3 ft and a 6 ft x 6 ft plate. This price will be used to establish cost for smaller steel renewals. In addition, quote for each plate type a unit price per pound of steel (minimum quantity one long ton) cropped and renewed. This shall be used for prorating the cost of steel renewals for which the aggregate is one ton and up. Price for all shall include, but not be limited to, labor, material, equipment, staging, testing, painting, and other services as necessary in order to complete shell plating renewal. Internal structural members/stiffeners shall be quoted on a per pound basis. All materials and welding shall be in accordance with ABS and USCG requirements.

- ~~Item No. 502(1) FLAT PLATE (3 ft x 3 ft)~~
- ~~Item No. 502(2) FLAT PLATE (6 ft x 6 ft)~~
- Item No. 502(3) FLAT PLATE (per pound)
- ~~Item No. 502(4) SHAPED PLATE (3 ft x 3 ft)~~
- ~~Item No. 502(5) SHAPED PLATE (6 ft x 6 ft)~~
- Item No. 502(6) SHAPED PLATE (per pound)
- ~~Item No. 502(7) COMPOUND PLATE (3 ft x 3 ft)~~

- ~~Item No. 502(8) COMPOUND PLATE (6 ft x 6 ft)~~
Item No. 502(9) COMPOUND PLATE (per pound)
~~Item No. 502(10) BULKHEADS (3 ft x 3 ft)~~
~~Item No. 502(11) BULKHEADS (6 ft x 6 ft)~~
Item No. 502(12) BULKHEADS (per pound)
Item No. 502(13) INTERNALS (per pound)

Hull Welding

Quote unit price per foot of length for repair and re-welding of wasted hull and/or rudder welds found upon examination to be necessary. Price shall include, but not be limited to, labor, material, equipment, staging, testing, painting, and any services as necessary in order to complete hull and rudder welding repairs. All materials and welding shall be in accordance with ABS and USCG requirements. Quote unit price based on the following:

- Item No. 502(14) GOUGE/VEE OUT AND REWELD
Item No. 502(15) CLEAN AND BUILD-UP WITH WELD

Item No. 503 DRYDOCK AND WET BERTH DAYS

ABSTRACT

The intent of this work Item is to price additional days that the vessel might be in the Contractor's facility at the direction of MARAD Contracting Officer. These days would be ONLY those required AT THE SPECIFIC REQUEST of MARAD Contracting Officer. Additional days due to Contractor's delay shall be for the Contractor's account.

REFERENCE

None

ITEM LOCATION / DESCRIPTION

Contractor's drydock/repair facility

NOTE

None

STATEMENT OF WORK REQUIRED

Item No. 503(1) HAUL DAY
In addition to the firm-fixed price for drydocking in Item 201, the Contractor

shall provide the cost for additional haul day for the vessel. This cost is the complete cost for one cycle of docking/undocking of the vessel. If the reason for re-docking the vessel is due to the Contractor, this item will not be used.

Item No. 504(2) DRYDOCK LAY DAY

In addition to the firm-fixed price for drydocking in Item 201, the Contractor shall provide the cost for additional days of vessel in drydock. Cost of this item shall be complete cost of additional days on Contractor's drydock when vessel is required to remain on drydock at MARAD request. If the reason for extended drydock is due to Contractor's delay or normal work, this item will not be used.

Item No. 503(3) WET DOCK LAY DAY

In addition to the firm-fixed price for drydocking in Item 201, the Contractor shall provide cost for additional days for the vessel to be in Contractor's facility at a wet berth. Cost shall be complete including all general services in Items 101 - 125. This shall include berth, shore power, water, and all other services. This item will be used if it is MARAD's request to remain in Contractor's facility. If the reason for extended repair period is due to Contractor's delay, this item will not be used.

Item No. 504 AUDIO GAUGINGS

ABSTRACT

The intent of this work Item is to record additional sets of audio gauging as required by ABS Surveyor(s) and USCG Inspectors during drydock credit inspections.

REFERENCE

ABS Rules for Building and Classing Steel Vessels

ITEM LOCATION / DESCRIPTION

The Contractor's drydock facility

NOTE

None

STATEMENT OF WORK REQUIRED

Quote unit price per audio gauging reading, price shall be including labor, material, equipment, staging, and qualified NDT technicians as required to perform the audio gauging during drydock credit inspection. Estimated minimum gauging will be 25 readings and maximum will not be over 100 readings.

Item No. 505 TANK VENT PIPE RENEWAL

ABSTRACT

The intent of this work item is to renew the deteriorated vent pipes as requested by ABS Surveyors and USCG Inspectors during docking inspections.

REFERENCE

CFR 46, Chapter I, Sub-Part 56.50-85 "Tank-vent piping"

ITEM LOCATION / DESCRIPTION

Weather decks

NOTE

Contractor is required to provide a separate item price to renew tank vent pipes as their requirement becomes identified during the repair work on Item 208.

STATEMENT OF WORK REQUIRED

Furnish labor, material, and necessary equipment to fabricate new vent pipes as directed by the CORT. All new vent pipes shall be comply with Reference 2.1. Requirement and provided with steel pipe flange connections, 180 Degrees "U" bend, non-return ball check valve, mesh screen and cover. All 1.5 inch vent pipe shall be provided with Tate Tempco, Type 52-25V or equal non-return ball check valve assembly, for 2 inch to 4 inch vent pipes shall be provided with Tate Tempco 52-40T or equal non-return ball check valve assembly. All new vent pipe shall be fabricated from ASTM A106 GR B seamless ABS Schedule 80 steel pipes with 180 Degree downstream "U" bends. Blast clean the vent pipe exterior surfaces to near white metal surface and apply new coating in accordance to MARAD Coating Guidance Manual.

After the fabrication is completed, convey the new vent pipes to ship and install to its individual deck penetration connector with new gaskets and 316 stainless steel bolting material.

Quote for each size of vent pipe listed as follow, prices shall be including all work requirement specified in this work item.

Item No. 505 (1) 1 1/5 inch vent pipe

Item No. 505 (2) 2 inch vent pipe

Item No. 505 (3) 2 1/2 inch vent pipe

Item No. 505 (4) 3 inch vent pipe

Item No. 505 (5) 4 inch vent pipe

Item No. 506 INSTALLS NEW ANCHOR RIDING CHOCKS

ABSTRACT

Provide and install new anchor chain riding chocks.

REFERENCES

Anchor Windlass Technical Manual

LOCATION / DESCRIPTION

Forecastle Deck (Frame 6)

NOTES

It is the Contractor's responsibly to remove and reinstall upon completion of work any and all interferences to complete this specification.

Contractor is to have a Certified Marine Chemist confirm all tanks safe for hot work and issue a "Safe for Hot Work" certificate in accordance with Specification "Gas Free" item. If necessary, Contractor to provide ventilation required to achieve a gas free condition. Contractor is to maintain gas free status for the duration of the work. The tanks are to be tested a minimum of at least once every 24 hours, with a new certificate issued.

Contractor shall insure safe hot-work procedures are followed and it is the Contractor's responsibility to remove and reinstall upon completion of work any hazards that may prevent safe hot areas.

Contractor shall comply with requirements for weld procedures and welder qualifications included in the General Requirements item of this specification. All welds are to be approved by Owner's Representative.

STATEMENT OF WORK REQUIRED

Rig and remove the anchor chain off the anchor chain riding chocks to clear the work areas, secure the anchor chain with steel wires and ensure it is safe for workers to work on the anchor chock areas. This work requirement shall be performed on both Port and Starboard anchors.

Crop and remove both Port and Starboard side anchor riding chocks and riding pawls, prepare the deck surfaces for install Contractor furnished new Ulster type anchor chain stoppers. Grind and remove all the welding butts to a smooth surface, prime and paint the cleaned surfaces to match the surrounding existing coating system. Purchase new Ulster type anchor chain stoppers, the new anchor chain stoppers shall be designed and fitted for 1-3/8" anchor chains. Rig and install the new anchor chain stoppers and align to the anchor chain windlass, after the alignment have checked and approved by the COTR, weld the anchor chain stoppers on deck by ABS approved/certified welders and in accordance with Item No. 122 requirements. Areas to bare metal surfaces,

Blast cleans all the new welds and disturbed surfaces to near white metal surfaces. Apply new coating system as same as the new anchor ridding chocks and ridding pawls.

Prove all work to the satisfaction of ship's Officers and COTR.

Item No. 507 OVERHAUL NO. 4 MAIN GENERATOR ENGINE

ABSTRACT

The intend of this work Item is to completely overhaul No. 4 main diesel generator engine. All work shall be under direct supervise of manufacturer (Caterpillar) authorized service engineer/technician.

REFERENCES

Manufacturer Technical Manual

LOCATION / DESCRIPTION

Location - Main Generator Room

Manufacturer Data - Caterpillar, D398, 970 HP

NOTE

None

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment as necessary in order to complete this work item.

Arrange and provide services of "Caterpillar" authorized service engineer / technician to supervise the overhaul work on No. 4 main diesel generator.

Before the engine is disassembled and again before the engine is started on test run after overhaul; crankshaft deflection readings shall be taken, and compared. Record and report findings.

All work shall be proven satisfactory during a full load operational test of the engine as specified elsewhere in this item.

The contractor is required to furnish all the special tools required for the assembly and disassembly of this model engine as recommended in the manufacturer's maintenance instruction manual. Particular care shall be taken when storing parts and subassemblies while awaiting installation in the engine. All parts shall be thoroughly clean and free from dirt and grit.

Recommended procedures detailed in the manufacturer's maintenance manual shall be observed at all times. Clearance and torque specifications listed shall be adhered to.

Completely disassemble, clean and examine all components of the Caterpillar main generator engines. All worn or defective parts found as a result of this examination shall be replaced with new parts. All new parts shall be uncrated, prepared for installation and fitted at no additional cost to the government.

Upon disassembly and examination, the contractor shall prepare a chart showing the manufacturer's recommended clearances as compared to the clearances found in the engine upon disassembly. All parts found defective or worn beyond limits shall be listed and brought to the attention of the COTR as soon as possible and not later than five days after start of performance period. This list shall include the manufacturer's identifying part number.

Contractor shall furnish and install a complete replacement set of reconditioned fuel injector.

Contractor shall remove and overhaul the engine governor.

Disconnect and remove from the engine the fuel filters, the booster pump, the priming pump, the fuel bypass valve, air vent band bleeder valves, pressure gauges, and all fuel injector lines and flexible hoses. The fuel injectors

and fuel pumps shall be removed and overhauled.

All assemblies shall be cleaned and examined in the contractor's shop. All internal parts found worn or defective shall be listed and the list delivered to the MSC Port Engineer. When directed, assemble all parts and leave ready for installation in the engine.

All fuel pumps shall be adjusted and tried for proper operation. Fuel oil pressure regulator shall be adjusted for proper operation upon starting the engine. All fuel lines shall be blown out with compressed air and proven clear. All flexible hoses shall be replaced with new hoses.

The entire lubrication system shall be cleaned and examined. The following parts shall be disconnected from the engine and disassembled for cleaning, inspection and repairs.

- a) Lubricating oil and scavenging pumps
- b) Controlled inlet pressure regulating valve
- c) Oil filter assembly
- d) Oil manifolds
- e) Oil pressure shut-off assembly
- f) Overspeed shutoff assembly
- g) Oil cooler by-pass valve
- h) Oil filter by-pass valve
- i) Hand sump pump
- j) Pressure relief valve

List all parts found worn or defective and bring to the attention of the COTR. Chemically clean and pressure test the lubricating oil cooler. Plug off leaking tubes. Renew zinc pencils. Blow out all oil lines and passages and prove clear. Replace with new all flexible hoses. All new contractor furnish flexible hose, if non-metallic shall conform to USCG CFR 46 Part 56.60 - 25C. Clean and examine oil pan and suction screens. Dye check teeth and adjust backlash on lube oil pump. When directed, assemble all units and leave ready for installation in the engine. Adjust all pressure and temperature regulators during test run.

Disconnect and remove the fresh and salt water pumps, temperature regulator, expansion tank and heat exchanger. Disassemble all parts for cleaning and inspection. List all worn or defective parts.

Clean out all loose scale and sediment from water passages in engine block. Blank off all openings and chemically clean all water passages and liners to remove hard scale. After scale is removed, neutralize and flush with fresh water. Follow manufacturer's instructions carefully when removing scale.

Disconnect and remove the air blower and lines group, the inlet manifold and air cleaner, exhaust manifold and lines and crankcase breather tube. The air blower shall be overhauled. All other units forming a part of the air induction and exhaust system shall be disassembled, cleaned and examined.

Air intake and exhaust manifolds shall be inspected for cracks and tested for gas leaks. Replace all gaskets and seals.

All worn or defective parts shall be listed and brought to the attention of the MSC Port Engineer. Reassemble all units and leave ready for installation in the engine.

Remove and disassemble rocker arms, clearances adjusting screws, sleeves, pushrods, springs, rotators, valve stem bushing, valve, valve lifter guides, valve lifters and compression release mechanism and shaft. Clean all parts and examine for wear and defects. Check all clearances, in accordance with manufacturer's instructions and report findings. Blow out and prove clear all oil lines and passages. Check all springs for tension. List all parts requiring replacement and bring to the attention of the MSC Port Engineer. Upon reassembly of all parts on the engine, check and adjust compression.

All cylinder heads shall be disconnected from the engine and rigged to the contractor's shop. Completely disassemble the heads and examine all parts including, combustion chambers, waters directors, intake and exhaust valves and associated springs and keepers, valve rotators, valve seats and guides. List all worn or defective parts and notify the MSC Port Engineer.

The stripped heads shall be dipped in a solution which will clean all internal passages free of all scale and sediment. When clean, re-dip heads in a neutralizer and flush with fresh water.

Contractor shall furnish a complete new set of intake and exhaust valves for all cylinders.

Grind in and lap all valves as required to obtain a gas tight seal with the existing seats. When directed, assemble heads and test with compressed air and prove all valves gas tight. Rig heads back to ship and store in a clean dry place until required for installation on the engine block. Use all new ferrules, gaskets and seals. Use torque wrench and observe torque limits and bolt sequence when pulling down heads.

Release all connecting rods from the crankshaft and remove pistons and connecting rod assemblies from the cylinder block. Disassemble and thoroughly clean piston rings, piston pins and snap rings, connecting rods, wrist pin bushings and connecting rod bearings. Take micrometer measurements of all parts in locations recommended in manufacturer's instruction book.

All parts found defective or worn beyond recommended limits shall be listed and brought to the attention of the COTR.

Replace with new all piston rings with manufacturer's approved rings.

Furnish and install a complete new set of connecting rod bearings.

Check all connecting rods for truth and magna-flux for cracks or flaws.

When directed, assemble pistons in block and connect up to connecting rods in accordance with manufacturer's instruction book.

To seat new rings, follow recommended procedures under paragraph entitled "Running in Schedule" in the instruction manual.

Use all required special tools and gauges and torque all holding bolts to specifications upon assembly.

Remove all cylinder liners and thoroughly clean both sides. Inspect for scores and glazing on piston side and deep pits or flaws on water side. Check liner wear at upper and lower range of ring travel per manufacturer's instructions. If the liner is found fit for further use, remove the ring wear ridge by using special reamer and bore liners as necessary to remove all cylinder glazes. Report all findings to the COTR.

When directed, replace all liners in the engine. Replace with new all liner seal rings.

Remove the vibration damper from the engine and wipe clean. Carefully check casing for dents or bulged areas.

Check damper running temperature after the engine has had its preliminary operational test. Temperatures should be at least 15 degrees F above surrounding air temperature.

Note: Damper must be replaced as a unit if defects are found or temperature does not come up to its proper running heat.

After removal of interferences such as pumps, governor housing, vibration damper and obstructing fuel and water lines, disconnect and remove front and rear drive housings from the engine block. Remove the vertical and horizontal shaft drives. Clean and examine all gears, bearings, drive shafts and couplings. List all parts found worn or defective. Blow out and prove clear all lubricating oil lines.

When directed, assemble and adjust all clearances, end play and gear backlash in accordance with manufacturer's instructions. Replace with new all seals and gasket materials.

Before removing the flywheel make certain the alignment marks on the crankshaft and the flywheel are visible.

Disconnect and remove the flywheel and ring gear using specified lifting bracket. Disconnect and remove flywheel housing from the engine block. Thoroughly clean and examine all parts. Replace with new the oil slinger and seal. Report findings and when directed, replace flywheel housing and flywheel. Check flywheel face run-out and flywheel bore run-out per manufacturer's instruction manual.

Disconnect and remove the camshaft, the large cluster gear, governor drive gear, small cluster gear, thrust washers and retainers, and camshaft drive gear. Clean and examine all gear faces and teeth for wear or defects. Check thrust and lash clearances. Clean and examine camshaft cams, bearings, bearing journals and bushings for wear and defects.

Blow out all lubricating oil lines and passages and prove clear. When directed, replace all parts in the engine. Before test run, time camshaft in accordance with manufacturer's instructions.

Make required disconnections and raise engine block to allow removal of crankshaft. Remove all bearing caps and rig out crankshaft. Thoroughly clean and carefully examine crankshaft journals, crankpins, gear teeth, thrust faces and flange bolt holes. Take micrometer readings of crankpins and journals as specified in manufacturer's instructions and report findings.

Remove oil passage plugs and mechanically clean oil passages clear of sludge and sediment. Replace with new the oil thrower assemblies including seal rings.

List all parts found defective or worn beyond allowable limits and report to the COTR. Furnish and install a complete set of new main bearing shells. When directed, install crankshaft and bearings and adjust all clearances. Renew engine base seal before lowering the block onto the engine base. Torque bearing bolts as specified in manual.

After all major and minor assemblies have been stripped from the engine block, remove all plugs, and scrape off old gaskets and thoroughly clean block as required to remove all scale, dirt and grease. Measure cylinder bores, check all sections for cracks, wasted areas or stress defects and report findings.

All minor assemblies not detailed in this item such as:

- Air Starting Mechanism
- Air Reducing Valve and Controls
- Priming Pumps
- Overspeed Trip Mechanism
- Low Lube Oil Pressure Mechanism
- Alarm Panel
- Exhaust Pyrometer (Indicator & Thermocouples)

Shall be completely disassembled, cleaned and inspected. All parts found defective or worn beyond the manufacturer's prescribed limits shall be listed and brought to the attention of the COTR. When so directed, each unit shall be correctly assembled and store in a clean, dry location until time to install in the engine.

Completely reassemble the engine.

Before final assembly of major components, the COTR, ABS Surveyor and USCG Inspector shall be allowed to examine the individual parts. If major assemblies or testing are scheduled for completion between the hours of 1600 and 0800, the contractor shall notify the COTR, ABS Surveyor and USCG inspector well in advance so arrangements can be made to have an inspector in attendance when so desired.

Upon assembly of the engine, the contractor shall prepare a report showing final clearances for inclusion in the ship's engine records.

After a major overhaul, follow procedures for starting as outlined under paragraphs entitled "New Engine Initial Service" and "Preparations for Starting" in the manufacturer's Operation and Maintenance Manual.

The contractor shall drain the engine(s) lubrication, fuel and fresh water

systems before the overhaul and shall refill the systems before the engine is started after overhaul.

Make preliminary adjustment of valve clearances and recheck after the engine has been run and is up to running heat. Run the engine under no load until all pressures and temperatures fall within normal range as specified in instruction manual.

Check and adjust all safety devices and controls such as overspeed trip, low lubrication oil pressure trip, high temperature alarms, air cut-off, etc. to the satisfaction of the ABS, USCG, COTR and Chief Engineer.

Check out and correct all water, lube oil, fuel and air leaks which may develop during test runs and investigate and correct all abnormal conditions.

When directed, prove engine satisfactory under a four hour load operational test of the engine.

Item No. 508 PAINTING OF MAIN GENERATOR ROOM BILGE

ABSTRACT

The intend of this work Item is to clean, scale and repair coating system on main generator room fwd and aft section bilge/tank top surfaces.

REFEERENCES

MARAD Coating Guidance
Item 110 "Painting Guideline"

LOCATION AND DESCRIPTION

Location - Main Generator Room, Fwd and Aft Section

Description - Bilge/Tank Top surfaces approximately 640 Square Foot each section. The square footage is including all the bilge/tank top surfaces, machinery foundations, piping, stanchions and all the fixtures/equipments are installed on bilge/tank top area. Also the bulkheads and shell plating would be 6 inch high from the bilge/tank top.

The Fwd section is from the fwd generator oil contain coaming to generator room fwd bulkhead, port to starboard side.

The Aft section is from the generator aft oil contain coaming to generator room aft bulkhead, port to starboard side.

NOTE

None

STATEMENT OF WORK REQUIRED

Provide labor, material and equipment as necessary to accomplish this work Item.

Test all the bilge suction(s) in the presence of the COTR and Chief Engineer

to prove clear and unobstructed. Submit a condition report listing all bilge suction which were found to be obstructed. Corrective action, if deemed necessary by the COTR, shall be the subject of a change order.

Plug and/or blank all bilge suction. Upon completion of all work required by this item, remove all plugs/ blanks and again test in the presence of the COTR and Chief Engineer to prove clear and free flowing.

All main generator room bilge/tank top surfaces, including machinery foundation, stanchions, piping, bulkhead under the floor plate and 6 inch high from bilge shall be high pressure water washed using clean fresh water and detergent, and then rinsed. Where necessary, a biodegradable degreaser may be used to remove residues of oil and/or grease. If degreasers are used, the resulting liquid wastes shall be disposed of in accordance with all Local, State and Federal regulations.

Contractor shall provide all necessary pumps required to remove water from the bilge resulting from the washing operation.

All surfaces shall be allowed to thoroughly dry before proceeding with the work in this item.

Provide and maintain adequate lighting, of a suitable nature, during the course of all surface preparation, coating and inspection activities.

Provide and maintain adequate ventilation, of a suitable nature, during the course of all surface preparation, coating and inspection activities. Ventilation shall be sufficient to maintain a clear atmosphere. Ducting shall be run in such a manner as not to create a hazard to personnel. Ducting shall be maintained in a tight condition so as not to contaminate other areas of the vessel.

Prior to the start of surface preparation and painting activities, the contractor shall take precautions to protect the vessel and its equipment. Steps taken may include, but are not limited to the following:

- A. Ensure that ship's ventilation has been secured to the compartment(s) to be dealt with.
- B. Grease and wrap all valve stems and hydraulic cylinders.
- C. Mask all normally unpainted surfaces, including label plates, light globes, etc..
- D. In areas to be prepared and coated, record all ship's markings, including information, size, and color.
- E. Cover all motors, controllers, switches and other electrical /electronic equipment to protect same from water, dust or paint intrusion.

Protective covering shall be inspected and approved by COTR prior to the start of surface preparation activities.

Protective covering shall be inspected at regular intervals, but not less than at the start of each work shift. Degraded protective covering shall be repaired prior to the restart of work. Contamination of the vessel and its equipment shall be reported to COTR verbally, immediately upon its discovery, followed by a written report within four (4) hours of the verbal notification.

The contractor shall be responsible for cleaning the contaminated equipment and showing that the contamination has not caused damage to same. Cost to repair equipment damaged by such contamination shall be borne by the Contractor.

Metal surfaces evidencing rust or scale; or cracked, peeling, flaking or blistered paint shall be prepared in accordance with the Steel Structures Painting Council Surface Preparation Standard, SSPC-SP-3, Power Tool Cleaning. Edges of adjacent, tightly adhering paint shall be feathered-in.

Non-metallic surfaces such as lagging, bulkhead insulation, etc., shall be hand scraped to remove cracked, peeling, flaking or blistered paint. Edges of adjacent, tightly adhering paint shall be feathered-in.

Surfaces shall be blown-down with dry, oil free air at a maximum of 10 psi and/or vacuumed to remove all dust and residue from the surface preparation operations.

All bare metal shall be primed with one (1) spot coat of surface tolerant epoxy. When the primer coat properly cured, primed areas shall be overcoated with one (1) spot coat of the topcoat. When the spot coat has properly cured, the entire compartment shall be given a full, finish coat as per MARAD Coating Guidance. All vertical surfaces 6 inch from bilge/tank top shall be coated with same coating system on bilge/tank top deck.

All coatings shall be MARAD approved in accordance with MARAD Coating Guideline.

Paint material shall be stored within the Paint Manufacturer's recommended temperature range. When paint material is being applied, ensure that the material's temperature is within the Manufacturer's recommended range, but in any case, not less than 70 degrees F.

Ensure the following conditions are met prior to painting:

- A. Surfaces shall be clean, dry, free of oil, grease or residue from surface preparation.
- B. Air and metal surface temperatures shall be within the range published by the paint manufacturer.
- C. The ambient air and surface temperatures register at least 5 degrees F. above the dewpoint temperature.
- D. The relative humidity is no higher than 80 percent.
- E. No coating shall be applied at temperatures below 35 degrees F. without prior written approval of COTR.

Prior to application of any coating, the area to be painted shall be inspected and approved by COTR and the Paint Rep. This includes not only the initial coat of paint, but all subsequent coats as well.

The contractor shall prepare a paint report and submit same to the COTR within three (3) days of completing the coating application. The report shall include the following data:

- A. Date and time of applications.
- B. Temperature, humidity, and dewpoint, at time of each application.

- C. Dry film thickness readings (ten per 1,000 sq. ft. of surface) for each coat of paint.
- D. Manufacturer, Product Identification No. and Batch Nos. for each type of paint applied.

Upon completion, all protective covering shall be removed and the vessel shall be cleaned of all residue resulting from the surface preparation and painting operations. Cargo hold(s) shall be left clean and ready for use.

All debris generated in the performance of this item, whether solid or liquid shall be disposed of in accordance with all Federal, State and Local regulations.

All work shall be inspected and approved by the COTR.

20 April.2009

T/V KINGS POINTER
Solicitation No. DTMA2R09002
Clarifications and Interpretations

<u>Item / CLIN</u>	<u>Notes</u>
103 / CLIN0001	Base price includes 53,222 kWh. Final price adjustment (up or down) @ \$0.15/kWh.
203 / CLIN0002AC	Supplier is currently quoting (12) weeks ARO for replacement anodes.
205 / CLIN0002AE	C2 fit of FAG bearings is not available. Quoted are standard fit bearings.
208 / CLIN0002AH	Price quoted is for hydro testing of (21) tanks as per local ABS Surveyor. If Owner is able to obtain an air test in lieu of hydro, a credit (price reduction) will be offered.
209 / CLIN0002AI	Tank to be grit blasted or UHP water blasted to obtain acceptable surface preparation at Contractor's option.
404 / CLIN0004AD	Base price includes furnishing and installing a Toastmaster Model RH36D2 unit complete with Marine Installation Kit. Price subject to adjustment (up or down) depending upon unit finally approved by Owner.
501 / CLIN0014	To the unit price quoted in this item, please add a call out / set-up fee of \$375.00 for each time the service is authorized.
502 / CLIN0007AC CLIN0007AF CLIN0007AI CLIN0007AL CLIN0007AM	Unit rates quoted are for minimum steel weight of 1000#/pc or location. For steel weights less than 1000#, but greater than 500#, add 30% premium. For renewals less than 500#/pc, fixed pricing will be offered after examination.
502 / CLIN0007AN CLIN0007AO	Unit rates quoted are for minimum of 3' in any one location.
507 / CLIN0012	Price quoted is for disassembly, inspection, repairs, replacements, reassembly and testing IAW the specifications. Caterpillar Service recommends that Owner consider a rebuild including remanufactured assemblies (heads, cylinder packs and oil cooler) for an additional charge. Rebuild with remanufactured parts will provide a warranty from Caterpillar. Caterpillar's quotation is provided to facilitate your review and evaluation of this recommendation.