ARCHITECT-ENGINEER CONTRACT

1.CONTRACT NO. DTMA2C08008

2.DATE OF CONTRACT
05/28/2008

3a.NAME OF ARCHITECT-ENGINEER
BERGER/ABAM ENGINEERS, INC.

3b. TELEPHONE NO. *(Include Area Code)*
(206) 431-2250 ext. 2356

3c. ADDRESS OF ARCHITECT-ENGINEER *(Include Zip Code)*
33301 NINTH AVENUE SOUTH,SUITE 300

FEDERAL WAY WA 98003-2600

4. DEPARTMENT OR AGENCY AND ADDRESS *(Include Zip Code)*
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.

5. PROJECT TITLE AND LOCATION
Design Services for the Replacement Pier and repair of the Office Dock with the addition of a second story for the Beaumont Reserve Fleet Pier, Beaumont, TX

6. CONTRACT FOR *(General description of services to be provided)*
Main Dock - 50-Year Replacement Option - This work includes replacement of the Main Dock, repair of the Office Dock, and the addition of a second story to file Dock Office. The Main Dock replacement structure will incorporate precast, prestressed concrete piles, cast-inplace concrete pile caps, and precast, prestressed concrete deck panels. The structure will be designed to support two 18-wheeled vehicles weighing up to 80,000 pounds each. Vehicle positioning will be selected to provide the worst-case maximum design loads. The structure will also be designed to support fork lift trucks selected by BRF personnel. Office Dock and Dock Office - 20-Year Repair Option - The Office Dock will be repaired in accordance with recommendations in the 2007 condition survey. A second story measuring approximately 30 feet by 40 feet will be added to the Dock Office building. See attached Statement of Work

7. CONTRACT AMOUNT *(Express in words and figures)*
$ 284,415.00
Two hundred eighty-four thousand four hundred fifteen dollars ($284,415.00)

8. NEGOTIATION AUTHORITY
Public Law 92-582 (Brooks Act)

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA
2008 - - X4303 - 970 - 80 - FAC0 - 0 - 0000 - 000000 - 70 - 086170 - 80 - FAC0 - 32270 - 6100 - 6600 -

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows this contract:

See attached Statement of Work and Contract Clauses.

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and serverally liable under this contract.
The parties hereto have executed this contract as of the date recorded in item 2.

	SIGNATURES	NAMES AND TITLES
	11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR	
A	Elmer W. Ozolin	Elmer W. Ozolin Vice President
B		
C		
D		
	12. THE UNITED STATES OF AMERICA	
	M. G. Spears	Contracting Officer Milton G. Spears

Total Funding: $284,415.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X4303	970	80	FAC0	0	0000	000000	70	086170	80	FAC0

Division	Closed FYs		Cancelled Fund
32270	6100	6600	

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	BRF Main Pier Replacement and Dock Office Repairs	(05/28/2008 to 12/02/2008)	1.00	LOT	$284,415.000	$ 284,415.00

See Statement of Work

Funding Information:

2008 - - X4303 - 970 - 80 - FAC0 - 0 - 0000 - 000000 - 70 - 086170 - 80 - FAC0 - 32270 - 6100 - 6600 - $284,415.00

Total Cost: $284,415.00

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COMMERCIAL CLAUSES

1 STATEMENT OF WORK

1. ABSTRACT: Based upon a professional Marine Survey conducted of the structure MARAD Beaumont Reserve Fleet (MBRF) desires the development of a specification, construction level drawings and cost estimate associated with replacement of the main dock and repair/modification of the office dock and dock office based on professional recommendations.

2. REFERENCES:

2.1 MARAD Beaumont Reserve Fleet 2007 Condition Survey Report

3. ITEM LOCATION/ DESCRIPTION:

3.1. Location:

3.1.1. Main Dock

3.1.2. Main Dock Office and Dock

3.2. Description:

3.2.1. Combination of Creosote and Pressure Treated Timbers and Piles.

4. OWNER FURNISHED: None.

5. STATEMENT OF WORK:

5.1. Main Dock - 50-Year Replacement Option

5.1.1. Utilizing current Dock/Pier survey, develop specifications and drawings necessary for replacement of the main dock from the bank to the end of the existing pier, approx 254 ft X 28.5 ft. New dock is to be fabricated with precast, prestressed concrete piles, cast-in-place concrete pile caps, and precast, prestressed concrete deck panels. Specification for replacement shall render the main dock with a loading capacity which enables the dock to safely be capable of carrying two 18- wheeled vehicles of 80,000 pounds each side by side.

5.1.2. Design of new dock is to include adequate lighting to support night operations, shore power service for fleet craft, and potable water service for fleet craft.

5.1.3. Design is to include removable bulwark sections on both sides of the dock for installation of a portable ramp from the dock to the fleet service craft enabling forklift transit.

5.1.4. Design is to include suitable mooring arrangements similar to existing.

5.1.5. Design is to provide deck surface at a level 12 inches above existing dock surface.

5.1.6. Fender system options to be provided to owner, design to include selected system based on owner selection.

5.2. Office Dock and Dock Office – 20 year repair option

5.2.1. Utilizing current Dock / Pier survey, develop specifications and drawings necessary for repair of the office dock, approx 90 ft X 45 ft. Dock repairs are to include all components identified in referenced survey that are in need of renewal.

5.2.2. Specification for repair to include protection of all piles with polyvinyl chloride (PVC) plastic wraps.

5.2.3. Design to include addition of partial second story on dock office, approximately 30 ft X 45 ft. Specification to include interior partitioning and access as per owner's request. Also to include HVAC and lighting modifications

5.2.4. Fender system options to be provided to owner, design to include selected system based on owner selection.

5.2.5. Design is to include suitable mooring arrangements similar to existing.

6. PERFORMANCE CRITERIA/DELIVERABLES:

6.1. Performance:

6.1.1. All specifications are to include detailed material and labor cost estimates. Plans shall be prepared in AutoCAD 2000 or higher. Documents shall be in electronic format suitable for soliciting for bids using the Internet.

6.2. Deliverables:

6.2.1. Recommended specifications and construction level drawings for 50 and 20-Year Options as detailed in section 5 above.

2 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):

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

Clause	Title	Date
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	August 1987
52.236-22	Design within Funding Limitations	April 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	April 1984
52.236-25	Requirements for Registration of Designers	June 2003

3 52.249-07 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) APRIL 1984

(a) The Government may terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall--

(1) Immediately discontinue all services affected (unless the notice directs otherwise); and

(2) Deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, the Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Government.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(e) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

4 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):

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

Clause	Title	Date
52.236-23	Responsibility of the Architect-Engineer Contractor	April 1984

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

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

The Contractor (meaning design professional; "subcontractor" shall mean subconsultant) shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability because of accident or injury to persons or property of others occurring in connection with the Contractor's operations under this contract that are caused by Contractor's negligence. 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 in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

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

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

H.2 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, negligent fault, error, act or omission of the Contractor, its subcontractors, or employees. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to $1,000,000 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 $1,000,000 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 negligent 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. As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(b) TYPES OF INSURANCE AND MINIMUM COVERAGE. The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.

(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - $1 million bodily injury by accident, each accident - $1 million bodily injury by disease each accident - $1 million bodily injury by disease in the aggregate.

(3) Not used.

(4) Commercial General Liability to include coverage for products and completed operations liability, property damage liability and contractual liability - $1 million combined single per occurrence limit for bodily injury and property damage and $5 million in the aggregate.

(5) Not used.

(6) Pollution - sudden and accidental liability - $1 Million per claim and in the aggregate.

(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

(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.

(f) Nothing within this agreement will void or compromise Contractor's insurances.

H.3 MCL.H-5 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL AUGUST 2005

1. Personnel shall be protected by personal flotation devices (life vests) while in the act of embarking or disembarking from any fleet vessel where the possibility of falling into the water exists; while working from small boats, skiffs, or floats; while working near unguarded edges of decks of vessels afloat; or while engaged in any over-water work. At Fleet sites, the flotation devices will be provided by the Fleet and must be returned each day upon departing the Fleet. At outported ships, contractors must furnish their own flotation devices.

2. All passengers riding in personnel boats in MARAD's Reserve Fleet locations shall ride below topside while the boat is in transit, and shall remain below until the boat is properly secured either alongside the accommodation ladder or the pier side, and until the operator notifies the employees to disembark.

3. Personnel aboard all craft shall remain inside of the bulwarks and railings and at no time ever will anyone sit on top of bulwarks or rails.

4. Personnel shall not descend from the deck of any ship onto the accommodation ladder or landing platform to wait for transportation. No more than five (5) descending individuals are permitted on the accommodation ladder at one time and they shall be equally spaced. This directive also applies to ascending ladders. This requirement also pertains to outported ships when personnel descend from the deck of the ship to a pier, or ascend from the pier to the deck of the ship.

5. Ringbuoys with a minimum of 90 feet of nylon line attached are available at the head of each gangway and on the stern of Fleet craft, power barges, tugs, and at the Fleet pier for use by Contractor personnel in emergency situations.

6. When working with mooring lines, all ends of such lines shall be left coiled neatly and areas left clear.

7. Smoking is prohibited aboard vessels except on open decks or in places designated as smoking areas. Smoking is not permitted at all aboard tankers. Also, smoking is prohibited during fueling and cleaning operations of any kind. This includes during the filling or emptying of cans of gasoline, xylene, varsol or any other combustible or flammable liquids or gas.

8. Cigarette butts shall not be thrown over the side of any vessel. While at the dock, no cigarette butts shall be thrown onto the dock or into the water. Sand containers or ashtrays are provided in designated smoking areas. Paper and trash are not to be placed in ashtrays.

9. All debris, oily rags, industrial wipers, etc., will be removed from the ships and working areas. These areas are to be left in clean condition and all materials stowed neatly at the end of each workday. No rags, cups or other trash, oils, fuels, greases, chemicals, lumber, etc., shall be thrown overboard. Fleet Guide will inform personnel of the disposal container locations.

10. Contractor employees are required to wear safety shoes with impact-resistant toes and slip resistant sole material for protection against falling or rolling objects, sharp objects, molten metal, hot surfaces, and oily or wet slippery surfaces. Shoes with loose soles, heels, and laces, or otherwise in poor condition, will not be permitted. Athletic and Cowboy boot-type safety shoes are prohibited.

11. All personnel working at the Fleet shall wear and/or use OSHA/NIOSH approved safety equipment, as required, including personal protective equipment, safety belts and securing lines, and safety glasses.

12. Protective hard hats shall be worn while aboard ships or in any other areas where head injury hazards exist. At MARAD's Reserve Fleet locations, a lighted miner's lamp, supplied by the Fleet, must be worn at all times while in dimly lit areas. The lamps are to be returned to the lamp room each day prior to departing the Fleet. At outported ship locations, contractors are required to provide their own flashlights, etc.

13. Safety glasses or goggles shall be worn while in the vicinity of any operation generating matter which might strike or lodge in the eyes. Such operations include, but are not limited to, scaling rust, water-blasting, Aqua Dyne water-blasting, sandblasting, operating a skill saw, grinding, handling batteries, boiler cleaning, and anchor windlass operations.

14. Ear protection (plugs or muffs) must be worn whenever exposed to loud noises.

15. Consistent with 29 CFR 1910.134, respirators shall be worn while scraping paint, during sandblasting, spraying, or other operations where dust, fumes, airborne particles, or noxious gases may be present.

16. If waterblasting, protective gear shall be worn consisting of a hard hat, safety glasses, face shields, shin guards (baseball type) and steel rigid guard foot protectors.

17. If sandblasting, protective gear consisting of leather gloves, hood, and leather apron shall be worn.

18. When assisting with welding-burning, metal frame flash goggles/glasses shall be worn. The Welder/Burner shall provide the goggles/glasses and shall instruct personnel in their proper use.

19. Contractors must report all accidents resulting in injury, regardless of how slight it may be, to their supervisor, to the Fleet Superintendent, and to the Safety Assistant, or at outported ship locations to the Ship Manager or MARAD representative so that the injury can be treated, if necessary, and recorded. This must be done before leaving the Fleet site or outported location on the day of injury or at the soonest practical time in the event of severe injury.

20. Asbestos Hazard Considerations - Exposure of unprotected personnel to airborne asbestos fibers shall be prevented. While many studies and air sampling have been conducted under varying conditions within the Reserve Fleet environment, no conditions have been found to require special protective clothing or breathing protection. However, all work requiring direct contact with asbestos, conducted within the environment of asbestos, or work in any other way associated with asbestos will be critically evaluated by the cognizant Contractor's supervisor before proceeding. The following general policies will apply:

(a) The Contractor shall inform his/her personnel to be alert to the hazards associated with asbestos and the personnel shall be instructed in the use of respirators.
(b) When work requires direct contact with asbestos, is conducted within the environment of asbestos, or work is in any way associated with asbestos, Contractor personnel shall be required to wear a half-mask, air- purifying respirator, other than a disposable respirator, equipped with high-efficiency filters.
(c) Air pressure/air hoses shall not be used to blow down engine rooms in the process of cleaning when friable asbestos is known or suspected to be present in the area being cleaned. Also, broom sweeping such debris is prohibited. Only vacuum cleaning equipment with special filter attachment is authorized for this purpose, unless vacuuming and/or wet cleaning are not feasible.
(d) Major rip-outs, repairs or removal of asbestos located at any MARAD facility or aboard any vessel under MARAD jurisdiction shall not be conducted by Contractor personnel unless authorized by MARAD.
(e) Asbestos warning signs shall be posted at the access door of all regulated areas.

21. No work shall be performed in any void, tank, or compartment until such tank, void, or compartment has been declared gas free and possessing sufficient oxygen after being tested by trained personnel.

22. Contractor personnel shall not inspect or perform work in holds or tanks of ships without another contractor personnel observer standing by to get help, if necessary, nor shall an individual work on a ship upon which no other personnel are present.

23. Contractor personnel shall not be allowed to work aloft on staging, masts, etc., without using OSHA prescribed safety belts and securing lines with approved fastenings and without Contractor supervision and instructions during the operation.

24. No openings shall be left unprotected. This includes the removal of hatch boards, bilges, manhole covers, floor plates, and any other opening into which a person may inadvertently step or fall. All areas with an opening which cannot be closed shall be roped off.

25. Gangway doors and sideports on vessels not equipped with gangways shall be closed and secured. In the event the door is missing or it cannot otherwise be closed, the opening shall be chained off or wired with several strands of heavy wire.

26. When using gasoline powered equipment in enclosed spaces, adequate ventilation for the dissipation of exhaust fumes must be provided.

27. Electrical lines, air lines, hoses, etc., used in preservation work shall be triced up on deck clear of walkways and passage areas.

28. Under no circumstances shall any Contractor personnel cross from ship to ship by any means other than gangways properly fitted with hand rails. Prior to installation of a permanent walkway between ships, a portable walkway with rails shall be utilized.

29. When ascending or descending ladders, at least one hand shall be free to grasp hand rail.

30. Gasoline, varsol, xylene, and other flammable or combustible liquids brought onto the ship shall be brought to the attention of the Fleet Representative and, on outported ships, to the attention of the Ship Manager or MARAD representative, and shall be stored in, and dispensed from, OSHA or NIOSH approved safety containers. Such cans shall be inspected and properly marked as follows:

(a) Cans painted red and stenciled: "VARSOL", "XYLENE" or "GASOLINE", as applicable
(b) Cans painted yellow and stenciled: "LUBE OIL" or "PRESERVATION OIL," as applicable
(c) Cans painted red with a white band and stenciled: "KEROSENE"

31. Drip tanks or pans shall be used when parts are being cleaned and when draining oil or fuel from motors, engines, etc. Varsol, xylene or other solvents will be used from approved safety cans.

32. Safety can valves and flexible metal hose spouts must never be painted. They are to be treated with preservation oil.

33. At MARAD's Reserve Fleet locations, outboard motor operators must leave gas can vents open when they store them on the access can rack.

34. Under no circumstances shall Contractor personnel wear gloves, jewelry (especially neck chains), neck ties, long sleeves, loose clothing, or wear his/her shirt tail out when working around exposed moving machinery.

35. Metal shavings shall be cleaned up from around machines by means of brushes and properly disposed of.

36. Oil spilled in decks, ladders, etc., shall immediately be wiped up and the decks, if necessary, sanded. On vessels sprayed with an oil or paint mixture, all gangways, passages, and areas in use shall be sanded. Appropriate signs shall be posted at all entrances to areas where slippery conditions are considered to exist.

37. Flame burning/cutting and welding shall be kept to a minimum at the Fleet, and shall be accomplished by qualified Contractor personnel only when duly authorized by Fleet Representative, and in accordance with existing fire prevention regulations. Before any welding or hot work is performed, a permit must be issued by the Fleet representative, and a fire watch set. On outported ships, the Ship Manager shall ensure that all hot work is cooled off and there is no danger of fire.

38. Never look directly at arc welding because of the potential for serious eye injury.

39. At MARAD Reserve Fleet locations, prior to any personnel working over the side of, or in a precarious location or position inside of a service craft at the access dock (where applicable), the warning light at the end of the dock shall be activated.

40. Whenever lumber is removed from a structure, nails shall be withdrawn or bent over immediately as part of the operation to prevent possible injury.

41. Liquid fuel operated space heaters shall be operated only when properly installed and vented to the outside. Propane gas bottles are not to be placed in the area of the heater. Gas bottles must be left on the open decks and fed into the heated spaces by a hose. Space heaters are not to be left on when unattended and a CO2 extinguisher must be in the area of the space heater. All electrical space heaters must be UL approved.

42. Contractor Personnel shall promptly report all potentially dangerous areas and conditions to a MARAD representative.

43. The flooding alarm system carries 110 volts and if wiring is cut accidentally it could cause a fire. If when working in the engine room of a ship it becomes necessary to move the ball switches out of the way of an area which is to be preserved, they should be handled very carefully. Do not tilt or disconnect, but merely lift straight up by the ribbon and then lower into place after the job is completed. See that no damage is done to this equipment by wash down hoses, oil spray hoses, etc.

44. Straight ladders, whenever and wherever used, shall be made of metal, except when performing electrical work, then wooden or other non-conductive ladders shall be used, and shall be rigidly inspected prior to use. Use of such ladders shall be kept to a minimum. Whenever using straight ladders to board ships, metal ladders should be used and secured at top to railing of ship. Also, step ladders of the proper size shall be used where warranted. Boxes, chairs, etc., shall not be used in lieu of step ladders. All ladders shall conform to OSHA standards.

45. Defective ladders should be brought to the attention of the Fleet/MARAD representative.

46. The proper tool for each job shall be used. Mushroomed chisels, split hammer handles, or other tools that are in any way unsafe are prohibited. Such defective tools and/or equipment must be taken out of service to be repaired or replaced. Tools shall always be laid down in such a manner as to prevent injuries.

47. All portable electrical equipment shall be properly grounded prior to and during use. This includes fueling hoses, portable electrical equipment, etc. Any equipment with damaged wiring and any damaged plugs must either be repaired before using or replaced.

48. Air compressors shall not be operated until ALL installed safety devices are in working order. Only safety devices designed for the specific machine shall be used. Substitute devices will not be installed.

49. Oxygen and acetylene bottles shall be properly secured during transportation and while aboard ship. Bottles shall be lashed upright, caps in place when not in use, and threads shall be SOAPED if leaks are suspected. Be sure bottles and fittings are protected to prevent oil or grease from contacting valve threads and fittings, which could cause bottles to explode. Whenever oxygen and acetylene are not in use, they should be stored separately with a fire wall between them.

50. Extreme precautions shall be taken when compressed air is used in any operation. Pressurized air hoses are not to be directed toward any part of the human body. Whenever a gas/ diesel driven air compressor is used for any breathing apparatus, such as an air line respirator, sand blasting helmet, etc., a gas selector alarm and air purifier must be installed. Gauges and relief values must be in proper working order. Only approved NIOSH and OSHA respirators are to be used.

51. All compressed air hose connections shall be triced together prior to applying compressed air.

52. All hoses and wires (especially oxygen and acetylene hoses) will be disconnected and pulled clear of access doors when workday is over so that the doors may be closed and to prevent leakage of gas into ship. All air hose connections are to be lashed or wired together.

In addition to the foregoing safety rules, other instructions (in writing or orally) may be issued as warranted. Failure to comply with these safety rules can result in disciplinary action to include denial of access to the ship and/or termination for default of the contract.

The contractor shall include this clause in all major subcontracts.

SECTION I -- CONTRACT CLAUSES

I.1 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):

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

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.229-03	Federal, State, and Local Taxes	April 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-04	Applicable Law for Breach of Contract Claim	October 2004

I.2 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.

(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.

I.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $284,415.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is $284,415.00 dollars.

I.4 52.243-01 CHANGES--FIXED PRICE AUGUST 1987

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.5 52.244-04 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) AUGUST 1998

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

Clause	**Title**	**Date**
52.223-13	Certification of Toxic Chemical Release Reporting	August 2003