

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

1. REQUISITION NUMBER
 PAGE 1 OF 4

2. CONTRACT NO. DTMA4C10002
 3. AWARD/EFFECTIVE DATE 06/23/2010
 4. ORDER NUMBER
 5. SOLICITATION NUMBER DTMA4Q10033/0005
 6. SOLICITATION ISSUE DATE 06/07/2010

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Kathryn Rato
 b. TELEPHONE NUMBER (No collect calls) (415) 744-2580 ext.
 8. OFFER DUE DATE/ LOCAL TIME 06/07/2010 3:00 pm

9. ISSUED BY DOT/Maritime Administration, WR Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905
 TEL: (415) 744-2924 ext.
 FAX: (415) 744-2576 ext.
 CODE 00094
 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:
 SIZE STANDARD: 251-500

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 DOT/Maritime Administration, MAR-640
 MAR-640.2, RM W25-209/212, 1200 New Jersey Ave, S.E. ,
 Washington, DC 20590-0001
 Attn: Jeff Siragusa
 CODE MAR640
 16. ADMINISTERED BY DOT/Maritime Administration, WR Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905
 CODE 00094

17a. CONTRACTOR/OFFEROR BAY SHIP & YACHT CO.
 2900 MAIN ST # 2100
 ALAMEDA, CA 94501-7739
 TELEPHONE NO.(510) 337-9122 ext.
 CODE *
 FACILITY CODE
 18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P WR Invoices Branch, AMZ-150 PO Box 25710,
 Oklahoma City, OK 73125
 CODE

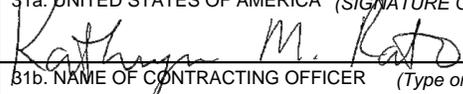
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
 OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

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 2010 - - 70x - 1768000 - 1 - SD - - SDSCP00 - - - 00001600 - 00 - - 25404 - 6100 - 6600 -
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 115,017.50

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 _____ 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. BAY Ship final OFFER
 DATED 06/14/2010. 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
 30b. NAME AND TITLE OF SIGNER (Type or print) Kathryn Rato
 30c. DATE SIGNED
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

 31b. NAME OF CONTRACTING OFFICER (Type or print) Kathryn Rato
 31c. DATE SIGNED 06/23/2010

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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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 DTMA4C10002	Title FLORIKAN DDX EXFOLIATING PAINT	Page 3 of 4
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Total Funding: \$115,017.50

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	70x	1768000	1	SD		SDSCP00			00001600	00	

Division	Closed FYs	Cancelled Fund
25404	6100 6600	

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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FLORIKAN Delete CLIN 0401 Unit Prices

0001	TOTAL PRICE CLINS 0105 -0418 from attached spreadsheet		1.00	N/A	\$115,017.500	\$ 115,017.50
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(07/27/2010 to 08/09/2010)

IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK DTMA4Q10033 FLORIKAN THROUGH AMENDMENT 0005

Total Cost: \$115,017.50

Distribution: J SIRAGUSA, D AUSTIN, B VOGEL, S IRELAND, K RATO, D VELMERE, P ETRIDGE

**Contract Level
Funding Summary**

Document Number

DTMA4C10002

Title

FLORIKAN DDX EXFOLIATING PAINT

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

\$115,017.50

Total Funding: \$115,017.50

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COMMERCIAL CLAUSES

1 QUESTIONS AND ANSWERS

AMEND 0002:

- 1) CLIN 203 para 3.1 Specs state SF Freeboard is 8,500 SF, this is corrected to be 2250.0 SF.
- 2) CLIN 204 AA para 2.1 Specs state SF Topside is 29,820 SF, this is corrected to be 5718.0 SF.
- 3) CLIN 2044 AA: The horizontal surface of the crow's nest will not be required to be pressure washed because of the non-skid surface.
- 4) DryDock plan is attached: ATTCH 6, found herewithin.
- 5) Liquid loading of the FLORIKAN tanks is in ATTCH 5, herewithin .
- 6) The Draft Forward is 11' 0" and Aft 12' 5".
- 7) CLIN 204AA: Hatch covers are considered horizontal and shall be exfoliated iaw the Specifications.
- 8) FLORIKAN been at Suisun fleet since October 6th, 2000 and there is no prior dry docking information available.
- 9) CLIN 0112 is for Waste Management of all types. Remove the word "HAZARDOUS" from the heading found in the Specifications ATTCH 1, at the top of pages Section 0112 pgs 1-3.
- 10) Add to 52.212-1 INSTRUCTIONS TO OFFERORS: "Offers shall consist of a signed SF1449, plus the excel pricing sheet completed for the specifically identified CLINs, a list of past performance references, and technical proposal, see para (1) above. "
- 11) Add to 52.212-2: Evaluation commercial items: "Offerors are cautioned that the government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the best terms from a price and technical standpoint."
- 12) Replace ATTCH 4 Mooring Plan, with the ATTCH 4 Replacement Mooring Plan, found herewithin. The FLORIKAN's status is it currently at the end of row L, and will be moved to the end of row J, in a contract apart from this one; this will be executed prior to this contract's Notice to Proceed .

2 AMENDMENTS 3, 4, 5

Amendment 3: 204AA topside, delete just the hatch covers, there are none.

Amendment 4:

CLIN 204 AA Amendment 2: (item 2) changed the original Solicitation Specs para 2.1 Topside measurements to 5,718 ft², CHANGE This to: 15,701 SF – Topside

2) CLIN 203 Amendment 2: (item 1) changed the original Solicitation Specs para 3.1 Freeboard to 2250 SF, because the freeboard area was inspected and it was determined that only 20 percent of the total freeboard area required pressure washing

3) In order to eliminate ambiguity with CLIN 402 Specs for Towing to Contractor's Facility para 3.1 and Amendment 2's (item 12) replacement SBRF Mooring diagram, DELETE: " This work may include but is not limited to repositioning anchors pushing the remaining ships back together to close the opening in the row or repositioning of other vessel from within the row from which the ship was removed. "

4) Question: "Environmental protection (oil containment booms for dry-docking and while the vessel is at the pier) is excluded from the specification, this should be included, please confirm if the drydock item is suitable for covering this service into? " Answer: It is the contractor's business decision whether or not the Contractor chooses to use an oil containment boom while the vessel is at a pier or in drydock., This protection is not a requirement from MARAD. Also, see attached MARAD cert. regarding the condition of FLORIKAN in 2007

Amendment 5: delete CLIN 401 AA-BE steel work, that will be added a a modification.

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3 COMMERCIAL CLAUSES

COMMERCIAL CLAUSES

ADDENDUM to FAR 52.212-4 Terms and Conditions COMMERCIAL: MAR 2009:

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

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

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

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

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

INDEMNITY AND INSURANCE (ADDITIONAL)

(a) INDEMNITY

(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the

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extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

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

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

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

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$1 million combined single per occurrence limit for bodily injury and property damage and \$1 million in the aggregate.

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

(6) Pollution - sudden and accidental liability - \$1 Million per occurrence.

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-590 W23-313, 1200 New Jersey Ave SE Washington, DC 20590.

(d) **FORM OF CONFIRMATION**

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR 590 W23-313, 1200 New Jersey Ave SE., Washington, DC 20590.

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(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Usable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

(e) The contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation.

Para.(g) Invoice

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

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

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

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

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

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

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

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

IMPORTANT NOTICE: FAR 52-232-33 (Payment by Electronic Funds transfer Central Contractor Registration, May 1999) makes mandatory the requirement for contractors to be registered in the CCR Database. CONTRACTORS MAY REGISTER ONLINE AT [HTTP://WWW.CCR.GOV/](http://www.ccr.gov/). IT IS MANDATORY TO OBTAIN A DUNS NUMBER PRIOR TO REGISTERING. CONTRACTORS SHALL CALL DUN& BRADSTREET (1-800-333-0505) TO OBTAIN. AWARD CANNOT BE MADE UNLESS REGISTERED

52.227-14 Rights in Data-General. Dec 2007

(a) Definitions. As used in this clause-

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

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(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

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(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government

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will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

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

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

1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION

1252.217-72 PERFORMANCE

1252.217-73 INSPECTION AND MANNER OF DOING WORK

1252.217-74 SUBCONTRACTS

1252.217-79 DELAYS

1252.223 ACCIDENT AND FIRE PREVENTION

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(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.

1252.217 -77 TITLE OCT 94

(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.

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

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

- (a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);
- (b) The Safety and Health Regulations for Ship Repairing (29 CAR part 1915); or
- (c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

1252.217-75 LAYDAY

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(a) Lay day time will be paid by the Government at the Contractor's stipulated bid price for this item of the contract when the vessel remains on the dry dock or marine railway as a result of any change that involves work in addition to that required under the basic contract.

(b) No lay day time shall be paid until all items of the basic contract for which a price was established by the Contractor and for which docking of the vessel was required have been satisfactorily completed and accepted.

(c) Days of hauling out and floating, whatever the hour, shall not be paid as lay day time, and days when no work is performed by the Contractor shall not be paid as lay day time.

(d) Payment of lay day time shall constitute complete compensation for all costs, direct and indirect, to reimburse the Contractor for use of dry dock or marine railway.

1252.217-70 Guarantee. APR 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.

1252.217-73 Inspection and manner of doing work. OCT '94

(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.

(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.

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- (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 COTR of the status of all valves 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.
- (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."

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

- a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O. "Driving"-(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10). (b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors are encouraged to: (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf

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of the Government. (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

And as also prohibited by the California Code - Section 23123.5 CAL. VEH. CODE § 23123.5.

MARAD Clauses:

MCL.E-1 Delegation of Inspection and Acceptance AUG05

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

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

MLC.H-2 Supplemental Work Request

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

MLC. TOWER'S INSURANCE

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

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

Minimum Coverage Requirements: \$5 million limit.

2. Hull and Machinery,

Minimum Coverage Requirements:

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

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

Minimum Coverage Requirements: \$10 million per occurrence

B. CONFIRMATION FORMS AND INFORMATION

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

The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverages. The confirmation shall name the Contractor as an assured and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any London or other approved foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

MLC H.8 NON DISCLOSURE OF DATA

1. The Contractor, and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (a) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and
- (b) Use for any purpose other than the performance of the contract that data which bears a restrictive marking or legend.

2. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer, have been deleted from the Contractor's (and any subcontractor's) records.

3. These restrictions do not limit the Contractor's or subcontractor's right to use and disclose any data and information obtained from another source without restriction. As used herein, the term "data" has the meaning set forth in Department of Transportation Procurement Regulations, 48 CFR 1252.227-71, "Rights in Data - General", and includes, but is not limited to, computer software, as also defined in 48 CFR 1252.227-71.

MLC. H-12 Maritime Liens No Authority to Incur

(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 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.

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(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 necessaries 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.

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

MCL-H13 Supervision

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.

MCL.H5 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACTORS

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

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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.

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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.

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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 combustibile 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: "VAR SOL", "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.

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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 valves 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.

MCL-H7 ENVIROMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIAL PETROLIUM AND PETROLIUM PRODUCTS

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

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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:

- (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
Mar-590 W23-313
1200 New Jersey Ave SE
Washington, D.C. 20590
ATTN.: Safety Officer.

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

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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
 - 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

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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 statues, 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:

- 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-590 W23-313 1200 New Jersey Ave SE., Washington, D.C. 20590 for annual OMB A-106 reporting requirements.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. APR 2010

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).

__ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

__ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (7) [Reserved]

__ (8)(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.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (9)(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.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

__ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

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

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (16) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

__ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

X_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X_ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

__ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

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__ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

X_ (30) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (31)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

__ (ii) Alternate I (Jan 2004) of 52.225-3.

__ (iii) Alternate II (Jan 2004) of 52.225-3.

__ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (36) 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)).

__ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X(38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X__ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) 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:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X__ (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.).
Laborer \$19.00, Rigger \$28.00, Welder \$26.00

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_X(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 351, et seq.).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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.

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(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.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) 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.

ATTACHMENTS

- 1) Specifications
- 2) Submittal document: Pricing Spreadsheet
- 3) DOL Wage Determination 2005-2059 rev 9
- 4) SBRF Mooring Plan, The FLORIKAN is at the end of Row L

4 WAGE DETERMINATION ALAMEDA

5 CONTRACT PRICE SCHEDULE

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Contract Price Sch

RFQ DTMA4Q10033 Dry-docking for Removal of Exfoliating Paint FLORIKAN-

QUANTITY UNIT OF ISSUE price
100 SERIES - GENERAL ITEMS

105	Gangways	1	job	\$1,178.00		
108	Fire Protection	1	job	\$2,038.00		
112	Waste,Management	1	job	\$1,520.00		
120	Production Scheduling	1	job	\$1,575.00		
200 SERIES - DRYDOCK ITEMS						
201	Dry-docking	1	vessel	\$22,633.00		
202	Hull Cleaning	1	vessel	\$14,820.50		
0202AA Disposal of Non-Hazardous Organic Material NSP						
	Non Hazardous Organic	1	ton	\$275.00		
	Non RCRA Organic	1	ton	\$275.00		
203	Removal of Freeboard Exfoliating Paint	1	vessel	\$2,463.00		
204	Partial REMOVAL OF TOPSIDE EXFD PAINT	1	vessel	\$24,625.50		
402	TOWING to Contractor's Facility from SBRF	1	job	\$33,600.00		
404	WET BERTH& MOORING OF VESSEL Release	1	day	\$1,260.00		
404	Daily Charge for Wet Berthing of Vessel	1	day	\$730.00		
405	General - Crane Service	1	hr	\$287.50		
406	General - Vessel Lay Days GRT= 1382	1	day	\$1,255.00		
407	GENERAL - DISPOSE OF WASTE					
0407AA reserved						
0407AB	General - Paint Chips >10 drums	1	dr	\$525.00		
0407AC reserved						
0407AD	General - Contaminated Water >1,000 gals	1	gal	\$2.00		
0407AE	General - Contaminated Organic Hull Waste	1	ton	\$525.00		
408 GENERAL - SUPPLEMENTAL WORK						
408	General -Supplemental Labor est 100 hrs	1	hr	\$75.00		
408	General - Supplemental Material	1	NTE	\$3,000.00		
415	GENERAL - TEMPORARY LIGHTING AND VENTILATION			NA NA NSP		
0415AA	General - Install /Remove Lighting/ Ventilation	1	job	\$1,100.00		
0415AB	General - Daily of Lighting/Ventilation	1	dy	\$175.00		
418	GENERAL - GAS FREE CERTIFICATION			NA NA NSP		
0418AA	General - Marine Chemist	1	dy	\$750.00		
0418AB	General - Competent Person	1	dy	\$315.00		

Total Price \$115,017.50

6 WAGEDETERMINATION ALAMEDA WD05 2051 REV 8 ISSUED 5/26/09

wD 06- 2051 rev 8 dtd 5/26/09

labor category: Hr'ly rate

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23470 Laboror 16.00
23850 rigger 28.40

Health and welfare is \$3.35/hr or \$134/wk or \$580.66/mo

vacations: 2 weeks after 1 yr.

Holidays: Thanksgiving, Christmas, Memorial day, Independents day, Labor day, Columbus day, Veterans day, New Years, Maritn Luter King, Washington's birthday, also the contractor may substitute named holilday for another day off with pay.

7 STATEMENT OF WORK

U.S. Maritime Administration

Suisun Bay Reserve Fleet
Dry-docking Non-Retention Vessel

DRY-DOCK SPECIFICATION

DTMA4Q10033

18 MAY 2010

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR THE DRY-DOCKING

OF THE

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NON-RETENTION VESSEL

FLORIKAN

INTRODUCTION

SCOPE OF WORK:

These Specifications are for the towing of the Non-Retention Vessel FLORIKAN from the Suisun Bay Reserve Fleet (SBRF) to the dry-dock; the dry-docking; removal of exfoliating paint from the freeboard and hull surfaces (per the selection of one of two options contained herein); removal of all marine growth from underwater hull surfaces; undocking; and wet berthing of the vessel prior to open ocean tow. The Contractor shall take custody of, secure, and tow the vessel, in the "AS-IS, WHERE-IS" "cold" plant condition, from its present mooring location in the SBRF to the Contractor's facilities where it shall be dry-docked immediately upon arrival, unless otherwise approved by the COTR, for work detailed in this specification. Upon completion of such work, contractor shall remove the vessel from dry-dock and shift the vessel to a suitable wet berth within the shipyard facility for final preparations for ocean tow.

The Contractor shall provide all personnel, insurance, equipment, i.e. cranes, tools, vehicles, labor, facilities, supervision and any other items and services necessary to accomplish the scope of work in a manner which is safe for workers and the environment. Compliance with all contractual requirements which are consistent with U.S., State and local statutory and regulatory requirements including, but not limited to, the Toxic Substances Control Act (TSCA), the Resource Conservation and recovery Act (RCRA), the Occupational Safety and Health Act (OSHA), as well as international laws, treaties, conventions and agreements, as appropriate, is the responsibility of the Contractor.

DEFINITIONS:

The following terms shall have meanings as listed below throughout the General Conditions and the Specifications for the Dry-docking, Topside Cleaning and Underwater Hull Cleaning to the Non-Retention Vessel "XXX";

"AS ORIGINAL" means a condition meeting the original system and manufacturer's design.

"AS APPROVED" or "TO THE APPROVAL" or "FOR APPROVAL" or "AS DIRECTED" or "AS REQUIRED" are used without further qualification, indicating the decision of the Maritime Administration representative COTR is required. Where an item is required to be submitted for approval, work shall not proceed until notification of approval is received. In the event the item is not approved, rationale will be provided and work shall not proceed until a satisfactory and mutually agreeable resolution has been resubmitted and approved.

"CFE" and "CFM" identify Contractor Furnished Equipment and Material and are used interchangeably.

"CONTRACT" means the agreement entered into between the Owner or Owner's representative and the Contractor for the accomplishment of the work specified in the Specifications.

"CONTRACTOR" identifies the shipyard or topside repair company holding the primary contract for the work supplied in this Specification.

"COTR" - The Contracting Officer's Technical Representative managing the repair availability.

"DETACH" or "DISCONNECT" mean to disconnect all attachments to the unit to enable the unit to be moved. All attachment points shall be tagged, identified, blanked and protected to facilitate reinstallation. Work items do not necessary identify interferences and the Contractor is responsible for the identification and resolution of interferences affecting a detachment and subsequent movement.

"GOOD MARINE PRACTICE" means construction to soundly conceived and engineering detailed working plans, prepared by the Contractor, incorporating the specified components and utilizing recognized shipbuilding construction and testing methods to ensure that the completed ship conforms to specification requirements. Inspection by the Maritime Administration representative COTR is for the purpose of verifying the proper function of the Contractor's quality assurance measures and is not considered a substitute for in-process control of quality by the Contractor.

"GFE" or "GFM" identify Government Furnished Equipment and Material and are used interchangeably.

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" "GOVERNMENT" or "MARAD" mean the U. S. Government, including the U. S. Maritime Administration or its authorized representative.

" "INSTALL" or "EXTEND" or "MODIFY" mean that the Contractor shall provide the piece of equipment, material or system to be installed and shall provide the materials, structural supports and labor to attach, connect and test the equipment or systems to effect a finished fully operational installation complete in all aspects.

When new material or equipment is not specified by type, the material or equipment shall be sufficient to meet the applicable regulatory requirement.. When "install" is used with reference to GFE, all conditions of the above definition except the requirement to provide the specific piece of equipment are applicable.

Work items do not necessarily identify interferences and the Contractor is responsible for the identification and resolution of interferences affecting the installation by temporarily removing, reinstalling or relocating interferences. "INTERFERENCE" means that a pipe system, ductwork, equipment, joiner bulkhead or lining, wire way, structural member, access opening, or other object(s), equipment, system, or components that must be removed and reinstalled, relocated, modified, or designed around to facilitate the repair or the specified work..

" "LABOR AND MATERIALS" means labor, material, plant facilities, supervision, services, equipment and all other resources required to accomplish the specified work.

" "MANIFESTS" are the official shipping document forms originated and signed by the generators, transporters, and operators of the hazardous or special waste disposal facility as required by Federal, State and Local Authorities.

" "MODIFY" means to provide materials, services, and labor to change or alter the item or system resulting in a finished and fully operational modified installation complete in all respects. The term "MODIFY" implicitly includes all requirements of "REMOVE AND INSTALL".

" "NEST" means a series of vessels moored together abeam of one another in specific rows at the SBRF.

" "OFE" or "OFM" identify Government Furnished Equipment and Material and are used interchangeably with "GFE" or "GFM".

" "OR EQUAL" means that components or equipment shall be equivalent in terms of performance, services required, compatibility with interrelated systems and supportability over the service life of the components or equipment. In the case of component or equipment substitution for those components or equipment noted on the Contract Guidance Drawings or Specification, the Contractor shall submit a written request delineating the design and the performance data on both the specified and substituted piece of equipment for Maritime Administration Representative (COTR) approval and if approved, the Contractor shall take full contractual and technical responsibility for ensuring installation of components or equipment's or both and compatibility with interrelated systems.

" "OWNER" - The U.S. Department of Transportation, Maritime Administration (MARAD), and authorized representatives.

" "PROVIDE" - To furnish and install all services, materials, equipment and systems to accomplish the specified requirements.

" "REFURBISH" means to detach, temporarily remove, disassemble, clean, reassemble the unit, equipment or system using adequate fasteners, hardware, and gaskets to meet regulatory approval.

" "REGULATORY BODY" or "REGULATORY BODY REQUIREMENTS" mean the United States Coast Guard (USCG), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), or State and Local regulatory agencies.

" "REINSTALL" means that the Contractor shall provide all material and labor to install a piece of equipment, material or system after the equipment, material or system was temporarily removed, relocated, modified, or refurbished in order to accomplish the specification of work.

" "RELOCATE" means to provide all labor, material to detach the unit, equipment, or system and to reinstall the same unit, equipment, or system at a new or modified location.

" "REMOVE AND REPLACE INTERFERENCES" shall be construed to mean that the Contractor shall provide all labor, material and equipment necessary to remove, modify if required, material and equipment that cause interference in the way of intended installation, or removal path of any equipment or component, and replace or reinstall in the "as original" condition. The specific Specification items do not necessarily identify interferences to be resolved. The Contractor shall be totally responsible in the performance of the Specification for the identification and resolution of interferences necessary to

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complete the work required by this Specification. All open ends left as a result of these removals shall be suitably protected to prevent any and all contaminants from entering the system or piece of equipment.

"REPLACE" or "RENEW" mean to remove the existing unit, equipment, or systems, including all interferences and to install a new unit, equipment or system which is either identical to or equal to that which was removed; the installation shall include at a minimum all hook-up, supports, and adapters which are required to effect a fully operational installation complete in all respects.

"SPECIFICATIONS" - The document containing the Work Items that specifies the work requirements to be performed by the Contractor.

"TAG OUT" means a procedure to both notify personnel that tagged-out equipment, components, or systems are either isolated or not in a normal operating condition, and is done as a means to prevent injury to personnel, improper operation, or damage to tagged-out equipment, components or systems.

"TEMPORARY REMOVAL" or "TEMPORARY REMOVE" mean to provide all labor and materials to disconnect and remove the unit, equipment or system from its initial location and to reinstall the same unit, equipment, or system whether in the same location or elsewhere on the ship as described in the Specification.

"UPGRADE" means to increase the capability of the item to the current state of practice at the time the work is accomplished.

VESSEL PARTICULARS

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

NON-RETENTION VESSEL: FLORIKAN

TYPE: Navy Salvage Tug (ASR-9)

OFFICIAL NUMBER: ASR-9

BUILDER: Moore Shipbuilding and Drydock Corporation

HULL NUMBER: ASR-9

DELIVERED: Oakland, CA

DIMENSIONS:

Length: 251 Feet
Beam: 44 Feet

TONNAGE:

Deadweight: 432
Full Displacement: 2,222
Light Displacement 1,790
Gross Registered Tonnage (GRT) 1382

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1. Item Name: GANGWAY, PROVIDE

2. Scope of Work:

2.1 Location of Work: Main deck of vessel.

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2.2 Intent: Provide one gangway from dry-dock and wet berth to access vessel's main deck during entire contract period.

3. Work Description:

3.1 Contractor shall set up a minimum of one (1) safe, well lighted, gangway complete with handrails and safety net for movement of personnel to and from main deck of vessel. The Contractor shall disconnect and reconnect gangway, lighting and safety net for each vessel movement and disconnect and remove prior to departure. Gangway shall be provided within 4 hours of vessel arrival and any subsequent vessel movements within the Contractor's facility. Gangway will be provided throughout the entire contract period.

3.1.1 Any additional gangways required by the Contractor or any local, state or federal agency are for the account of the Contractor.

4. Performance Criteria/Deliverables: None

5. References: None

1. Item Name: FIRE PROTECTION

2. Scope of Work:

2.1 Location of Work: Various

2.2 Intent: Provide fire protection services to meet the requirements of vessel fire safety during the availability per provisions of references 5.1, 5.2 and the following listed requirements. Fire systems utilized must meet the requirements of all Federal, State, and local guidelines and regulations.

3. Work Description:

3.1 The Contractor shall provide fire protection services to meet the requirements of vessel fire safety during the dry-docking availability per provisions of references 5.1 and 5.2.

3.1.1 The fire systems utilized by the Contractor must meet the requirements of all Federal, State, and local guidelines and regulations.

3.1.2 The obsolete vessel's fire protection system cannot be utilized to fulfill this requirement.

3.1.3 No on-deck water run off will be permitted, and the fire protection must be fully functional during all freeze conditions encountered.

3.2 The Contractor shall provide the following accident, injury, and fire incident reports as required.

3.2.1 In the event that heat-producing evolutions (such as hot work) and all fire-hazardous evolutions (such as spray painting) must be terminated due to the loss of fire system protection, the Contractor shall submit a Condition Report to the COTR identifying the cause and corrective action taken within 24 hours of the occurrence.

3.2.2 The Contractor shall report verbally each accident, injury and fire on vessel involving Contractor/ subcontractor personnel to COTR as soon as management becomes aware of such an event.

3.1.3 The Contractor shall provide a formal written report of each event to the COTR within 24 hours of each incident. The written report shall contain the name and ID number of each injured person, date and time of accident/fire, extent of personal

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injury or property damage, contractor/subcontractor name, contract number, vessel name, location of event (incl. space or compartment), type of accident/fire, and a brief description of the incident including pertinent occurrences/actions before and after the incident.

4. Performance Criteria/Deliverables:

4.1 Accident, injury, and fire incident reports (paragraph 3.2.1, 3.2.2 and 3.2.3).

5. References

5.1 OSHA 29 CFR Part 1915.

5.2 National Fire Protection Association, Standard for Fire Protection of Vessels during Construction, Repair and Lay-up, NFPA 312.

6. Notes: None

1. Item Name: WASTE; MANAGEMENT

2. Scope of Work:

2.1 Location of Work: Throughout the Vessel.

2.2 Intent: Furnish all labor, material, tools, required for the Contractor to manage all waste generated by the Contractor during the performance of work described in these specifications in accordance with applicable federal, state, and local laws codes, ordinances, and regulations.

3. Work Description:

3.1 Contractor shall provide a Waste Management Plan as part of the bid documentation.

3.1.1 Contractor shall identify key personnel associated with waste management. This should include, personnel associated with employee training, hazardous waste identification and preparation of manifest documents.

3.1.2 Contractor shall identify all subcontractors associated with removal, handling and disposal of wastes. This should include, subcontractor responsible for removing, storing, and transporting, recycling, reclaiming or otherwise disposing of waste. All permits or other applicable credentials associated with safe and proper disposal of waste should be included. If a waste subcontractor is changed for any reason, the Waste Management Plan should be amended prior to the new subcontractor beginning work on the vessel.

3.1.3 Identify all federal, state and local agencies associated with the disposal of waste.

3.1.4 Outline procedures used by the Contractor/Subcontractor to accomplish removal, handling, storage and disposal of wastes in accordance with all local, state, and federal requirements.

3.1.5 Describe all steps to be taken to reduce the volume and toxicity of harardous waste generated during the performance of this contract.

3.2 Nothing contained in this work item shall relieve the contractor from complying with applicable Federal, State and Local Laws, Codes, Ordinances and Regulations, including the obtaining of licenses and permits in connection with waste handling and disposal in the performance of this contract.

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3.3 Material is to be determined as hazardous by chemical analysis, or reference to the applicable Material Safety Data Sheet (MSDS), or application of inherent knowledge of the hazardous characteristics of the waste in light of the materials or the process used.

3.3.1 For the purposes of this specification, Contractor shall assume all materials removed from the vessel to be hazardous waste until tested otherwise.

3.3.2 Contractor shall submit a Sampling/Testing Plan to the COTR for approval, three (3) days after Contract Award Date. This plan will be used to demonstrate to the COTR the methodology for determining the hazardous/non hazardous status of any and all materials removed and collected from all work specifications. Samples will be collected after the waste has been generated.

3.4 Contractor shall identify all hazardous waste and submit a Hazardous Waste Removal Report, including copies of sample analysis results and chain of custody forms, to the COTR at least 24 hours prior to the removal of the waste from the Contractor's facility for disposal. Generator copies of Hazardous Waste Manifests will be provided upon the shipment of the waste.

3.5 Contractor shall be provided an EPA or state generator number by Maritime Administration for hazardous waste disposal.

3.6 Contractor shall ensure that transportation of waste is accomplished only by haulers registered to do so with cognizant Federal, State, and Local Agencies.

3.7 Contractor shall transport waste to a site authorized by cognizant Federal, State, and Local Agencies to accept the identified waste.

3.8 Contractor shall furnish a Final Waste Management Report to the COTR within 45 days after the vessel is undocked. Report shall include a summary of quantity of waste removed from vessel during contract performance, including breakdown by type and generator assignment. Contractor shall provide an assessment of performance with regards to Waste Management Plan.

3.9 Contractor shall furnish labor, material, tools and equipment to manage, handle and dispose of non-hazardous liquid waste.

4. Performance Criteria / Deliverables:

4.1 Contractor shall provide Waste Management Plan, Sampling/Testing Plan, Final Waste Management Report and Uniform Hazardous Waste Manifests for Transportation and Final Disposition of Hazardous Waste.

5. References:

5.1 Resource Conservation and Recovery Act (RCRA) and applicable California regulations.

5.2 Uniform Hazardous Waste Manifest Form.

5.3 Shipyard Hazardous Waste Management Plan.

5.4 Section H, Environmental Concerns/Asbestos Related/Hazardous Materials/Petroleum and Petroleum Products: Environmental Compliance.

6. Notes:

6.1 Disposal of Hazardous Paint Chips, Hazardous Marine Growth and Hazardous Water is to be priced under Supplemental CLINS 0407. Disposal of Non-Hazardous Marine Growth is to be priced under Supplemental CLIN 0202AA.

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6.2 Asbestos is present aboard this vessel, and in some areas may be friable. This work may cause asbestos to become airborne, so for the protection of the contractor's employees, it is recommended that the necessary precautions (monitoring, testing, personnel protection, etc.) be taken in accordance with OSHA regulations, until Contractor deems that no threat exists in work areas related to this specification.

6.3 Bio hazards may exist aboard this vessel. Contractor shall proceed in accordance with their own established procedures. Accumulated bird excrement on vessel surfaces, primarily pigeon droppings, provides an excellent growth medium for organisms of potential human health concern of which Cryptococcus and Histoplasmoses are the most prevalent. Cryptococcus and Histoplasmosis infections typically occur by inhaling the pathogenic spores through the nose and mouth. Therefore, bird droppings are most dangerous when they are dry and subject to becoming airborne as a fine dust, particularly when disturbed by various activities including walking, sweeping or scrapping. Germicides can be applied to accumulated droppings prior to any type of cleanup however; their effectiveness is not proven.

1. Item Name: PRODUCTION SCHEDULING; ACCOMPLISH

2. Scope of Work:

2.1 Location of Work: N/A

2.2 Identification: Production Schedule

2.3 Intent: Prepare and submit production schedules for review and acceptance by the COTR for logic and sequencing of the planned work on the vessel using accurate Contract data which is relevant to the scheduling, progressing, material status, and completion status of this dry-docking availability. The associated reports should be indicative of the planning and scheduling required to ensure an integrated and timely completion of all Specifications, and to ensure the Contract delivery date is achieved. The production schedules shall be submitted in electronic format, in MS Project 2003.

The production schedules will include:

1. A Proposed Production Schedule due at the time of bid submittal (Start and End Date to be evaluated and included in award document).
2. A Production Schedule due 3 days after Contract Award Date and before Notice to Proceed.
3. Updated Production Schedules due 24 hours prior to each Weekly Contract Status Meeting.
4. Final Production Schedule due 30 Days after vessel is undocked.

3. Work Description:

3.1 Definitions:

3.1.1 Production Schedule - The schedule used by the Contractor as a means of planning, tracking, and coordinating accomplishment of the Contract work.

3.1.2 Activity - A portion of an individual Work Item representing a manageable unit of work that must be accomplished at a specific period of time in relation to other activities of the availability.

3.1.3 Key Event - The beginning or ending point of an activity, which cannot slip without impacting the overall schedule.

3.1.4 Milestone - A significant availability event identified in the Solicitation, by the COTR, or by the Contractor.

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3.1.5 Critical Path - The Work Item or combination of Work Items which forms the longest duration, and directly affects the completion of the availability. Factors that determine the critical path are time duration required for the Work Item(s), resource availability, and the interdependency of Work Items.

3.1.6 Critical Path Method (CPM) - The calculation of the earliest and latest start and finish dates of activities based on their duration and relationships to other activities.

3.1.7 Controlling Work Items - Those Work Items which are on the Critical Path, and which, by virtue of scope, complexity, material requirements, or other considerations, have the potential to impact the scheduled completion of the availability.

3.1.8 Float - The amount of time an event can be delayed without delaying the start of subsequent activities. Total float indicated on submitted schedules does not belong to the Contractor or Owner, and only Contract modifications that affect the Critical Path shall affect the amount of total float. Extension of the delivery date will be granted only to the extent the equitable time adjustments to the activity affected by the Change Order, Delivery Order, or delay, exceeds the total (positive or zero) float of a critical activity and extends the delivery date.

3.1.9 Seasonal weather patterns and conditions shall be considered and included in the planning and scheduling of all work to ensure completion of the total work package within the Contract performance period. Seasonal weather patterns and conditions shall be determined by an assessment of average historical climatic conditions based upon the preceding ten (10) year records published by the National Oceanic and Atmospheric Administration (NOAA) for the locality nearest to the project site, unless agreed otherwise.

3.2 Prepare and manage a Production Schedule inclusive of all authorized Work Items identified in the contract, including subcontracted work. Schedules developed shall include authorized Optional Work Items indicating that the Contractor has the production capacity and resources to accomplish such work without impacting the completion date of the availability. Schedules shall be consistent with all Contract requirements and shall be developed with consideration for local seasonal weather patterns. The Production Schedules shall be comprised of:

3.2.1 A time-sequenced Critical Path Method (CPM) generated Gantt chart that contains the following:

3.2.1.1 Scheduled key events and milestones.

3.2.1.2 Critical Path and Controlling Work Items clearly indicated.

3.2.1.3 Scheduled start and completion date of the production work for each item. Controlling or Critical Path Work Items shall be further divided into the major activities. Typical major activities to be shown include: Regulatory inspection and survey requirements, dry-docking, hull cleaning, ex-foliating paint removal, undocking and wet berthing.

3.2.1.4 Additional work, rework or other changes and events shall be represented by separately identifiable activities. These activities shall be inserted subsequent to the related original activities, if applicable.

3.2.1.5 Identify all activities not on a 5-day work week calendar, and all planned holidays and other periods of shutdown. Identify overtime and multiple shift work.

3.2.1.6 Progress shall be shown on the schedule as completed activities and Work Items.

3.2.1.7 The following data shall also be included in tabular format with the Gantt chart for each Work Item and for each activity of Critical Path Items:

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- Original duration in calendar days
- Remaining duration in calendar days
- Percent (%) complete
- Total float based on a five day work week
- Original start date
- Original finish date
- Revised start date
- Revised finish date
- Actual start date
- Actual finish date

3.2.3 Recovery plan. If slippage has occurred from the Contractor's original Production Schedule, or any revised Production Schedule, the Contractor shall provide an analysis, in narrative format, of the slippage that identifies the cause and proposes a plan of action that will be taken to complete the remaining work within the Contract performance period.

3.2.4 Late Completion Notification. If at any time, the updated Critical Path of the Production Schedule indicates a late delivery or late completion date, notify the COTR in writing the next working day, and/or prior to the beginning of any period when no work will occur, such as a holiday period. This notification shall include identification of the problem and shall propose corrective actions for schedule recovery.

3.2.5 The Production Schedule and associated reports identified in paragraph 3.2 shall be delivered to the COTR for review and acceptance within (3) three days after Award Date and shall include all planned dry-docking and scope of work activities. An initial Contract Status Meeting shall be scheduled at least five (5) days prior to the dry-docking of the vessel at a mutually agreeable date and time and thereafter on a weekly basis during the performance of the work. Status reports and updated Production Schedules shall be prepared and submitted 24 hours prior to the next scheduled status meeting, to reflect the addition, deletion, or modification of Work Items, and changes made by the Contractor.

3.2.5.1 Upon acceptance of the Schedule by the COTR, the Contractor shall proceed in accordance with the reviewed and accepted plan and shall not modify the Schedule without the acceptance by the COTR. Modifications to the Schedule do not constitute a modification to the Contract.

3.2.5.2 Any changes in the Schedule desired by the Contractor in the job approach as reflected by the network logic, activity duration, and resource loading shall be reviewed and accepted by the COTR.

3.2.6 The Production Schedules required by paragraph 3.2 shall be saved by the Contractor to serve as a baseline for the purpose of progress tracking and variance analysis.

3.3 Prepare a Compartment Close-out Report that tracks locations where tanks have been opened or spaces entered to facilitate vessel repairs as a result of surveys and inspections after the vessel has completed the underwater hull cleaning and surveys while on dock. The initial Compartment Close-out Report shall be prepared at the time the vessel goes on dock and shall be continuously updated until the final report is submitted prior to undocking the vessel. This report will be used by the Contractor and COTR to accomplish a final inspection for discrepancies and cleanliness once work has been completed in those spaces.

4. Performance Schedule Milestones:

4.1 The Contractor shall incorporate into the performance schedule the following major Contract milestones and required due dates as listed:

Milestone	Due Date
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1. Deliver Sub-Contractor Listing 3 days after Contract Award Date
2. Deliver Key Personnel Roster 3 days after Contract Award Date
3. Deliver Certificates of Company Insurance to include Pollution Insurance 5 work days after Contract Award Date
4. Deliver Tower' Insurance 3 work days prior to vessel's scheduled tow.
5. Deliver Production Schedule 3 days after Award Date and before Notice to Proceed
6. Sampling and Testing Plan 3 Days After Award Date
7. Docking Conference At Least One Day Prior to Docking
8. Dry-dock Vessel On arrival at the Shipyard
9. Complete Underwater Hull Cleaning TBD by Contractor's Production Schedule
10. Hull Survey Within 4 hours after completion of Underwater Hull Cleaning; During Daylight Hours
11. Submit Hull Structure Damage Diagram Within 4 hours after completion of Hull Survey
12. Complete Freeboard Ex-foliating Paint Removal TBD by Contractor's Production Schedule
13. Inspect Freeboard Ex-foliating Paint Removal With COTR TBD by Contractor's Production Schedule
14. Complete Topside Ex-foliating Paint Removal TBD by Contractor's Production Schedule
15. Inspect Topside Ex-foliating Paint Removal With COTR TBD by Contractor's Production Schedule
16. Contract Status Meeting(s) 5 Days Prior to Dry-docking; Thereafter on a Weekly Basis.
17. Contract Status Report and updated Production Schedule 24 Hours Prior to Status Meeting
18. Hazardous Waste Removal Report 24 Hours Prior to the Removal of Waste
19. Undocking Conference At Least One Day Prior to Undocking
20. Un-dock Vessel TBD by Contractor's Production Schedule
21. Complete Vessel Tank Soundings Within 2 Hours of Un-docking
22. Tank Soundings Comparison Report Within 4 Hours of Un-docking
23. MARAD Dry-docking Report (MA-57) Within 24 Hours of Un-docking
24. Compartment Close-out Report Prior to Un-docking the Vessel
25. Complete all Hazmat Removal/ Disposal TBD by Contractor's Production Schedule
26. Complete Facility Cleaning and Restoration 30 Days After Vessel is Un-docked
27. Deliver Final Closeout-Report 30 Days After Vessel is Un-docked
28. Deliver Final Waste Management Report 45 Days After Vessel is Un-docked
29. Deliver Final Production Schedule. 30 Days After Vessel is Un-docked

5. Performance Criteria/Deliverables:

5.1 Production Schedule (paragraph 3.2)

5.2 Compartment Close-out Report (paragraph 3.3)

6. References: None.

7. Notes:

7.1 Acceptance by the COTR of submitted schedules and associated reports does not relieve the Contractor of performance to the requirements of the Contract. Nor does acceptance serve to approve, warrant, or indicate agreement by the COTR as to the accuracy of the Contractor's schedules.

7.2 Extension of the delivery date will be granted only to the extent the equitable time adjustments to the activity affected by the Change Order, Delivery Order, or delay, exceeds the total (positive or zero) float of a critical activity and extends the delivery date.

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1. Item Name: DRY-DOCKING

2. Scope of Work:

2.1 Location: Contractor's Dry-dock.

2.2 Intent: Contractor shall dry-dock the ship for hull and topside cleaning and environmental surveys.

2.3 The vessel shall remain on dry-dock for the scheduled time to accomplish all work described in the specifications. The Contractor shall include in this CLIN pricing a price for one (1) haul day and one (1) undocking day. Contractor shall submit their Dry-dock Schedule for the month of July 2010 and a Proposed Production Schedule illustrating a dry-docking period to accomplish a partial exfoliation of paint and all work required by the solicitation. .

2.4 Post Award Lay Days All lay days proposed by the Contractor and agreed to by the COTR and lay days resulting from additional/growth work as described in contract modifications to the original contract specifications will be per the daily rate quoted by the contractor in the original quotation/bid CLIN 0406 . However, delays in dry-docking due to actions that are the responsibility of the Contractor shall be born by the Contractor.

3. Work Description:

3.1 Provide the necessary labor (including line handlers), equipment, materials, lines and/or wires to drydock vessel at contractor facility and for completing work required in this work item.

3.1.1 Within two hours after undocking the vessel the Contractor shall commence sounding the vessel tanks. The Contractor shall prepare and submit within 4 hours after undocking the vessel a Tank Soundings Comparison Report comparing the post dry-dock tank soundings with the pre-SBRF departure sounding and shall highlight in tank volumes.

3.1.2 Contractor shall be responsible for providing the services of a Marine Chemist/competent person per Work Item 418, if required.

3.1.3 Contractor shall coordinate regulatory body surveyors and inspectors in all required surveys and inspections of the vessel through the MARAD COTR. MARAD shall be responsible for contacting all regulatory bodies related to work defined in this Specification.

3.2 Contractor shall prepare block arrangement to dry-dock the ship. The Contractor shall erect, set and align the dry-docking blocks according to standard marine practice to ensure the vessel' structural integrity is not compromised during the docking evolutions. The blocking shall be positioned so that the propeller, rudder and other vessel equipment on the surface of, or protruding from, the vessel's hull will not be damaged and will be accessible for removal of marine growth. Block height will be such that all removals and repairs cited in these Specifications can be accomplished.

3.2.1 Contractor is responsible to ensure all personnel involved with the dry-docking evolutions, such as a Naval Architect, Dock Master, and Marine Surveyor, are properly trained and possess the required licenses, certifications, and approvals to perform the operations described within this work package.

3.2.2 The Contractor shall hold a docking/undocking conference at least one (1) day prior to the docking or undocking of the vessel. This conference shall be attended by the Maritime Administration representative (COTR), the Contractor's Dock Master and other interested parties. All details of the docking/undocking evolution, including time of activity, number of tugs, changes to ballast state, etc., are to be discussed and agreed at this conference.

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3.3 Contractor shall dry-dock the vessel. Contractor shall provide lines, line handlers, warping machinery, positioning crews and devices, disconnect and connect temporary services, install and remove interim hull closures and perform all other support functions to complete dry-docking, and undocking as required by this specification. The Contractor shall deploy an oil containment boom to protect the vessel while in the dry-dock. The contractor shall provide a suitable stable working platform which will make the exposed underwater hull accessible for viewing, cleaning and/or repair. Any surveys, hull cleaning, and underwater repairs as specified herein are to be accomplished as soon after the vessel's arrival as possible.

3.4 Contractor shall erect staging, provide portable lift equipment, temporary lighting and ventilation, crane and rigger service in order to accomplish the work defined in this specification and all other dry-dock critical work.

3.5 Contractor shall clean the dry-dock, and properly and legally dispose of all materials, such as trash, scrap, debris, dirt and garbage generated during the dry-docking period. Disposal of hazardous waste shall be accomplished in accordance with Work Items 112 and 407.

3.6 During the docking evolution all discharges from the vessel must be included in, and covered under, the facilities NPDES permit, or equivalent federal or state water discharge permit.

3.7 Contractor shall undock the vessel upon completion of all work required by this specification. The Contractor shall provide the required tugs and pilots for undocking the vessel and transfer to the wet berth. The Contractor shall deploy an oil containment boom to protect the vessel while moored at the wet berth.

3.7.1 When flooding the dry-dock for undocking, the Contractor shall suspend flooding just prior to the vessel floating free of the blocks. The vessel shall be held in this position for a minimum of 2 hours. During this time the Contractor shall visually check all accessible spaces and any spaces where repair work occurred below the water-line for flooding. Any indications of water ingress shall be investigated by the Contractor and reported to the COTR with recommended corrective courses of action. If at the end of the two hour period if there is no evidence of water ingress into the vessel the undocking shall continue until the vessel is floating free in the dry-dock. The vessel shall be held in this position for one hour while the contractor monitors the vessel to determine any significant deviation from the vessel trim at the time of docking. If after one hour the vessel has maintained the appropriate trim the vessel can be removed from the dock and delivered to a wet berth at the Contractors facility in accordance with Work Item 404.

3.7.2 Complete MARAD Dry-docking Report (MA-57) and provide to the COTR within 24 hours of the ship being undocked.

4. Performance Criteria/Deliverables:

4.1 Complete Docking and Undocking Conference to the satisfaction of the COTR.

4.2 Perform a joint survey of the entire hull after completion of the underwater hull cleaning and during daylight hours with the Contractor's representative, COTR, and Ship Recycler's Marine Surveyor. Submit to the COTR a diagram or drawing that adequately identifies dimensionally areas of damage to the hull structure to the nearest frame number, shell plate strake or other structural reference marker. Accomplish this requirement in conjunction with Work Item 202, Paragraph 4.2 and 4.3 and Item 401, Paragraph 3.1

4.3 Complete MARAD Dry-docking Report (MA-57)

5. References:

5.1 Docking Plans, if available, will be provided to the Contractor for reference. However, these plans do not necessarily address the specific vessel identified in this Specification and shall be used for guidance only. The docking plans shall be provided by the SBRF.

6. Notes:

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6.1 Vessel shall have exclusive use of graving/floating dock, unless otherwise agreed to by MARAD.

6.2 No fuel is to be required to be removed from the ship for dry-docking.

1. Item Name: HIGH PRESSURE WATER WASH OF UNDER WATER HULL, ACCOMPLISH

2. Scope of Work:

2.1 Location: Vessel's Hull - From the existing water line mark to the keel.

2.2 Intent: The purpose of this work item is to clean the vessel underwater hull by removing marine bio-fouling from the under water hull surfaces of the vessel using high pressure water wash.

3. Work Description:

3.1 Provide the necessary labor, equipment, and materials, for the purposes of accomplishing the high pressure water wash of the vessel's underwater hull surfaces free of organic bio-fouling materials. Contractor shall clean the dry-dock and properly and legally dispose of all marine growth removed from the hull surfaces during the performance of this item. Non-hazardous marine growth shall be disposed of under Work Item 0202AA. Disposal of all hazardous waste generated from this item shall be handled and disposed of in accordance with Work Items 0112 and 0407.

3.2 Immediately upon completion of vessel dry-docking Contractor shall commence high pressure water washing of all under water hull surfaces, appendages and under water shell openings back to the first blank or valve. Water pressure shall be of sufficient pressure (a minimum of 3,500 p.s.i. to a maximum of 5,000 p.s.i.) to remove all marine bio-fouling from under water hull surfaces, but not damage the hull structure. Note: It is acceptable not to remove tightly adhered basal remnants where marine growth attaches to the surface of the hull. Basal remnants of marine growth are considered tightly adhered if they cannot be removed by scraping with a dull putty knife after the high pressure water wash has been completed.

3.2.1 Contractor shall remove any interference in way of high pressure water washing underwater hull surfaces, including (but not limited to), sea chest gratings, screens, etc. Existing secure sea chest blanks shall not be removed and marine growth shall be removed from the exterior of the blank. Since this work involves a non-operational vessel that will be towed to a recycling facility for disposal upon undocking, interferences requiring removal for high pressure water washing, such as sea chest strainers shall not be reinstalled by the Contractor. Such interferences shall be properly disposed of by the Contractor.

3.2.2 Within 4 hours of the high pressure water wash, during daylight hours only, provide man-lift, technical and labor assistance to visually inspect, mark and record shell plate welding at and below the quiescent water line for any damaged plating, castings, welds or rivets. All damaged areas shall be marked with waterproof marker for later inspection by the COTR. If the specified time requirement does not coincide with daylight hours, the survey shall be accomplished as soon as possible during the next span of daylight hours.

4. Performance Criteria/Deliverables:

4.1 Contractor shall high pressure water wash the vessel's underwater hull to remove marine bio-fouling growth.

4.2 Accomplish underwater hull survey within four (4) hours after the completion of high pressure water wash, during daylight hours only.

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4.3 Submit to the COTR a diagram or drawing that adequately identifies dimensionally areas of damage to the hull structure to the nearest frame number, shell plate strake or other structural reference marker within 4 hours after completion of hull survey. Accomplish this requirement in conjunction with Work Item 201, Paragraph 4.2 and Item 401, Paragraph 3.1

4.4 Non- hazardous marine growth shall be disposed of under Work Items 0202AA.

4.5 Disposal of all hazardous waste generated from this item shall be handled and disposed of in accordance with Work Items 112 and 407.

5. References: None

6. Notes: None

1. Item Name: DISPOSE OF NON-HAZARDOUS MARINE GROWTH

2. Scope of Work:

2.1 Location: Contractor's dry-dock.

2.2 Identification: Non-Hazardous Marine Growth

2.3 Intent: Purpose of this work item is to dispose of non-hazardous waste created as a result of marine bio-fouling remediation from vessel underwater surfaces.

3. Work Description:

3.1 In accordance with the work required by this specification the Contractor shall dispose of non-hazardous marine growth generated as the result of work accomplished on this vessel, in accordance with all federal, state and local regulations. Disposal of the waste will be approved by the COTR and specified in a contract modification per the unit prices for supplemental work provided by the Contractor and shown in the table below.

Non-hazardous Waste Type	Price Per Ton
Non Hazardous Marine Growth	
Non RCRA Marine Growth	

4. Performance Criteria/Deliverables:

4.1 Provide unit pricing per above.

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5. References:

5.1 Section I, subparagraph I.13 Option For Increased Quantity-Separately Priced Line Item.

6. Notes:

6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

1. Item Name: REMOVAL OF FREEBOARD EXFOLIATING PAINT, ACCOMPLISH

2. Scope of Work:

2.1 Location: Contractor's Dry-dock.

2.2 Intent: Purpose of this work item is to remove all loosely adhered and exfoliating paint from the freeboard hull areas.

3. Work Description:

3.1 The Contractor shall provide all labor, materials, and supervision to high pressure wash the freeboard hull surface area above the current water line. The Contractor's pricing shall be based on an estimated square footage of 8,500 freeboard hull surface area. The exact locations of the free board hull surface area and corresponding square footage shall be established by the MARAD COTR and the Contractor during a joint vessel inspection and survey once the vessel has been dry-docked. An overall percentage of the established square footage of the hull freeboard surface area to be cleaned shall be jointly agreed to between the Contractor and the MARAD COTR prior to the commencement of the work. If the completed free board hull surface cleaning areas varies from the established square footage pricing shall be adjusted accordingly. Water pressure shall be of sufficient pressure (a minimum 3,500 p.s.i. to a maximum 5,000 p.s.i.) to remove all loosely adhered paint and exfoliating paint.

3.1.1 Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife after high pressure water wash has been performed.

3.2 Contractor shall gather all existing loose debris from the vessel's deck surfaces, as well as, all paint removed as a result of this work item and dispose of the hazardous waste in accordance with Work Items 112 and 407. Note: this requirement may be worked in conjunction with Work Items 204AA or 204AB, as applicable.

4. Performance Criteria/Deliverables:

4.1 Disposal of all hazardous waste generated from this item shall be handled and disposed of in accordance with Work Items 112 and 407.

4.2 Contractor shall perform a final walkthrough with the MARAD Representative (COTR) prior to completion of this item. Contractor shall provide all equipment, staging, man lifts, etc required to establish that paragraph 3.1.1 has been satisfied.

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5. References: None.

6. Notes: None

1. Item Name: PARTIAL REMOVAL OF TOP SIDE EXFOLIATING PAINT, ACCOMPLISH

2. Scope of Work:

2.1 Location: Contractor's Dry-dock.

2.2 Intent: Purpose of this work item is to remove loosely adhered and exfoliating paint from all topside horizontal deck surfaces and specified vertical, superstructure and overhead surfaces of the vessel situated such that exfoliating paint that breaks free is likely to fall over the side and into the water. The specific work areas shall be identified by the MARAD COTR during a joint vessel inspection and survey and are as described in the work requirements below.

3. Work Description:

3.1 The Contractor shall provide all labor, materials, and supervision to high pressure water wash all top side horizontal deck surfaces including decks and deck house surfaces and vertical and shall high pressure water wash vertical surfaces, equipment, piping, superstructure surfaces and overhead surface areas limited to the area within the first ten (10) feet inboard from the vessel's sides port and starboard. Included in areas of the superstructures shall be all under deck bridge wings directly exposed to the weather. The Contractor's pricing shall be based on an estimated square footage of 29,820 topside surface area. The exact locations of the top side horizontal, vertical and overhead surface area and corresponding square footage shall be established by the MARAD COTR and the Contractor during a joint vessel inspection and survey once the vessel has been dry-docked. An overall percentage of the established square footage of the top side horizontal, vertical and overhead surface area to be cleaned shall be jointly agreed to between the Contractor and the MARAD COTR prior to the commencement of the work. If the completed top side horizontal, vertical and overhead surface cleaning areas varies from the established square footage pricing shall be adjusted accordingly. Water pressure shall be of sufficient pressure (a minimum 3,500 p.s.i. to a maximum 5,000 p.s.i.) to remove all loosely adhered paint and exfoliating paint.

3.1.1 Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife after high pressure water wash has been performed.

3.1.2 Contractor shall clean remove all debris and paint from deck drains and overboard scuppers.

3.2 Contractor shall gather all existing loose debris from the vessel generated as a result of the work described in 3.1., as well as, all paint removed as a result of this work item and dispose of all hazardous waste in accordance with Work Items 112 and 407.

4. Performance Criteria/Deliverables:

4.1 Disposal of all hazardous waste generated from this item shall be handled and disposed of in accordance with Work Items 112 and 407.

4.2 Contractor shall perform a final walkthrough with the MARAD Representative (COTR) prior to completion of this item. Contractor shall provide all equipment, staging, man lifts, etc required to establish that paragraph 3.1.1 has been satisfied.

5. References: None

6. Notes: Potential Hazardous Material and Biohazard Notice to Contractor

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6.1 Asbestos is present aboard this vessel, and in some areas may be friable. This work may cause asbestos to become airborne, so for the protection of the contractor's employees, it is recommended that the necessary precautions (monitoring, testing, personnel protection, etc.) be taken in accordance with OSHA regulations, until Contractor deems that no threat exists in work areas related to this specification.

6.2 Bio hazards may exist aboard this vessel. Contractor shall proceed in accordance with their own established procedures. Accumulated bird excrement on vessel surfaces, primarily pigeon droppings, provides an excellent growth medium for organisms of potential human health concern of which Cryptococcus and Histoplasmoses are the most prevalent. Cryptococcus and Histoplasmosis infections typically occur by inhaling the pathogenic spores through the nose and mouth. Therefore, bird droppings are most dangerous when they are dry and subject to becoming airborne as a fine dust, particularly when disturbed by various activities including walking, sweeping or scrapping. Germicides can be applied to accumulated droppings prior to any type of cleanup however; their effectiveness is not proven.

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1. Item Name: TOWING TO CONTRACTOR'S FACILITY FROM SBRF; ACCOMPLISH

2. Scope of Work:

2.1 Location: Ship is presently moored in the Suisun Bay Reserve Fleet (SBRF), Benicia, California. .

2.2 Identification: Transit to the Contractor's facility.

2.3 Intent: It is the intent of this specification that the contractor take custody of, and tow the vessel, in "AS-IS, WHERE-IS" "cold" plant condition, from its present mooring location at the SBRF to the Contractor's facilities where it shall be dry-docked immediately upon arrival, unless otherwise approved by the COTR.

3. Work Description:

3.1 The Contractor shall provide all other material, personnel, assist tugs, resources required to unmoor vessel from current position in the row and tow to the contractor's facility. This includes but is not limited to tug boats, riding crew (and sanitary facilities), pilots, certificates and regulatory body notifications and approval. The Contractor shall be responsible, with SBRF assist, for all work associated with the relocation of vessels in the row that have been disturbed by the departure of the subject vessel. DELETION of requirement to insert vessel per AMENT 0003. The work is ship specific and will be determined at a pre-bid conference at the SBRF attended by the Contractor, the Contractor's towing company, the Recycler and SBRF personnel. SBRF personnel will provide crane service, line handlers (at the SBRF facility only) and escort services for contract personnel in preparation of the vessel for departure from its current mooring position.

At the conference the parties shall develop a vessel towing plan that shall include all activities necessary for the removal of the vessel from the fleet and the safe delivery of the vessel to the Contractors drydock facility. The towing plan shall include but is not limited to the sequence of the vessels removal from the row, number of tugs required to execute the removal, closure and delivery of the vessel, sequence for closing the row, (either by pushing the row together or placement of another vessel from the same row in the opening or by the placement of a vessel from another row into the vacated opening), The movement of another vessel from different row than from the row in which the contracted vessel is removed shall be covered under separate contract and shall not be included in the offerors bid price. The plan shall include the current draft and trim figures for the vessel based on physical inspection of the vessel at its berth and shall address any and all ballasting requirements necessary for dry-docking the vessel.

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3.2. Thirty (30) days prior to departure from the SBRF MARAD will accomplish the Notification of Intent (NOI) to the Environmental Protection Agency that the vessel is now subject to the requirements of the NPDES Vessel General Permit. The Contractor shall be responsible for ensuring that the vessel is in compliance with the NPDES Vessel General Permit while under tow, and for all the inspections, record keeping, and reporting requirements under the NPDES Vessel General Permit, with the exception of filing the Notices of Intent and Termination, which will be filed by MARAD. Under no circumstances will liquids be discharged overboard from the Obsolete Vessels while under tow except as permitted under the NPDES Vessel General Permit.

4. Performance Criteria/Deliverables:

4.1 The Contractor shall attend the pre-bid towing conference at the vessel and shall include with their bid an affidavit attesting to their attendance (and any applicable subcontractor) at the pre-bid conference along with a list of their attendees.

4.2 The Contractor shall submit with their bid a vessel towing plan.

4.3 Remove the vessel from the SBRF and safely deliver it to the Contractor's facility.

4.4 Comply with the NPDES Vessel General Permit requirement during vessel towing.

5. References: None

6. Notes:

6.1 Point of contact for SBRF Fleet Program Manager is Joe Pecoraro (707) 745-0487.

1. Item Name: WET BERTH AND MOORING; PROVIDE

2. Scope of Work:

2.1 Location of Work: Various

2.2 Identification:

2.3 Intent: Provide a daily price for services required to properly secure the vessel in a wet berth at the contractor's facility; establish and maintain proper list and trim; In addition, provide a price for releasing the vessel at the completion of contract period.

3. Work Description:

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3.1 Furnish a wet berth (on a daily basis) for the vessel after the dry-docking period. The wet berth mooring facilities, bollards, bitts, and other pier and berth fittings used shall be capable of safely holding the vessel during storm or high wind conditions. Provide the following associated with the wet berth and mooring:

3.2 Fenders between the vessel and piers and other floating equipment to ensure that the vessel's hull plating and hull coating system are protected.

3.3 The contractor shall transfer, add or remove ballast as necessary throughout the contract period to establish and maintain list, trim and stability of the vessel. The vessel's ballast system is not available for use.

3.4 The Contractor shall monitor and maintain existing fire and floating alarms (visual and audible) for the period of time the vessel is in the wet berth.

3.5 The Contractor shall continually monitor the vessel's trim and stability while in the wet berth and shall at a minimum conduct a daily inspection of the vessel's accessible spaces to check for water intrusion.

3.6 During the wet berthing evolution all discharges from the vessel must be included in, and covered under, the facility's NPDES permit, or equivalent federal or state water discharge permit.

3.7 A minimum of two (2) feet of water shall be maintained under the vessel's keel for its entire length, at all times and for all tide conditions.

3.8 The Government reserves the right to receive, approve or disapprove any Contractor-proposed berthing arrangement. The Contractor remains solely responsible for the safety of the vessel while in his custody.

4. Performance Criteria/Deliverables:

4.1 Provide a price for daily wet berthing of the vessel in accordance with the specification above.

4.2 Provide a price for releasing the vessel from the wet berth at the completion of contract period.

5. References:

5.1 Section I, subparagraph I.13 Option for Increased Quantity-Separately Priced Line Item.

6. Notes:

6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

1. Item Name: CRANE SERVICE

2. Scope of Work:

2.1 Location of Work: Various

2.2 Intent: Provide crane services at the request of the MARAD COTR.

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3. Work Description:

3.1 During contract period, the contractor shall provide crane service for the purpose of assistance when required by COTR.

3.1.1 For bidding purposes, estimate the cost of one (1) hour crane service, complete with two (2) riggers. A cumulative total of eight (8) hours shall be considered for Contractor pricing.

3.1.2 Use of cumulative time shall be limited to two (2) hours in any one day to preclude interference with the contractor's scheduled crane work.

4. Performance Criteria/Deliverables:

4.1 Provide unit pricing for one (1) hour of crane service.

5. References:

5.1 Section I, subparagraph I.13 Option for Increased Quantity-Separately Priced Line Item

6. Notes:

6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

1. Item Name: DRY-DOCK LAY DAY

2. Scope of Work:

2.1 Location of Work: Contractor's Dry-dock.

2.2 Intent: Provide unit pricing for additional dry-dock lay day at the request of the MARAD COTR.

3. Work Description:

3.1 In addition to the firm-fixed price for dry-docking and undocking the vessel in Item 201, the Contractor shall provide the cost for additional days of vessel in dry-dock. Cost of this item shall be the complete cost of an additional lay day on Contractor's dry-dock when vessel is required to remain on dry-dock at MARAD's request. This cost shall reflect all the lay day dry-docking requirements of Work Item 201. Contractor shall note that if the reason for extended dry-dock is due to Contractor's delay or normal work, this item will not be used.

4. Performance Criteria/Deliverables:

4.1 Provide unit pricing, per gross registered ton, for one (1) dry-dock lay day.

5. References:

5.1 Section I, subparagraph I.12, 1252.217-75 Lay Days and I.13 Option for Increased Quantity-Separately Priced Line Item

6. Notes:

6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

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1. Item Name: DISPOSE OF HAZARDOUS WASTE

2. Scope of Work:

2.1 Location: Contractor's dry-dock.

2.2 Identification: Hazardous waste materials requiring disposal under Resource Conservation and Recovery Act.

2.3 Intent: Purpose of this work item is to dispose of hazardous waste created as a result of marine bio-fouling and paint remediation from vessel underwater, freeboard and topside surfaces.

3. Work Description:

3.1 In accordance with the work required by this specification the contractor shall dispose of hazardous waste generated as the result of work accomplished on this vessel, in accordance with all federal, state and local regulations. Disposal of the waste will be approved by the COTR and specified in a contract modification per the unit prices for supplemental work provided by the Contractor and shown in the table below.

Hazardous Waste Type	Price per drum up to 10 drums	Price per drum up over 10 drums
Paint Chips		
Contaminated Water	Price per gallon up to 1,000 gallons	Price per gallon over 1,000 gallons
Contaminated Organic Hull Growth	Price per ton	

4. Performance Criteria/Deliverables:

4.1 Provide unit pricing per above.

5. References:

5.1 Section I, subparagraph I.12 Lay Days and I.13 Option For Increased Quantity-Separately Priced Line Item.

6. Notes:

6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

1. Item Name: SUPPLEMENTAL WORK (LABOR, MATERIAL AND SUBCONTRACTORS NOT OTHERWISE DEFINED BY THE CONTRACT)

2. Scope of Work:

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2.1 Location of Work: Multiple locations.

2.2 Intent: Provide unit pricing for additional general supplemental work discovered during performance and ordered at the request of the MARAD COTR.

3. Work Description:

3.1 Labor: The Contractor shall provide an hourly man-hours labor rate for Supplemental Repair work which shall be a yard wide composite labor rate in included all management, supervision, overhead, G&A, handling charges, freight and profit. The government may order up to 50 percent more hours than the 1,011 hours currently estimated in the CLIN at the same labor rate provided therein.

3.2. Material: There is to be no burden on these charges for either subcontractor costs or material charges. The government may order up to 50 percent more material than the \$11,000.00 currently estimated in the CLIN.

3.3 The Supplemental Work dollars will be allocated by the COTR via Delivery Orders.

4. Performance Criteria/Deliverables:

4.1 Provide Condition Found Report to COTR upon discovery of latent defects that affect the performance of work.

5. References:

5.1 Section H, clause, SUPPLEMENTAL WORK REQUEST and clause, SUPPLEMENTAL GROWTH REQUIREMENTS

6. Notes:

6.1. Option to be approved by the COTR and negotiated under references listed in paragraph 5 under this CLIN.

1. Item Name: TEMPORARY LIGHTING AND VENTILATION; PROVIDE

2. Scope of Work:

2.1 Location of Work: Throughout the vessel

2.2 Intent: Provide temporary lighting and ventilation throughout the vessel as required to safely and properly accomplish work required by this Specification.

3. Work Description:

3.1 The contractor shall provide and maintain temporary lighting and ventilation in areas of the ship requiring entrance of Contractor and/or MARAD personnel due to work required by this Specification.

3.1.1 Contractor shall assume that no shipboard lighting or ventilation systems are available for use during this contract period.

3.2 Temporary lighting shall be equipped with Underwriter Laboratory (UL) approved industrial type shatterproof bulbs and protective cages.

4. Performance Criteria/Deliverables:

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4.1 Provide unit pricing to install and remove temporary lighting and ventilation for one (1) tank.

4.2 Provide unit pricing to maintain temporary lighting and ventilation for one tank on a daily basis.

5. References: None

6. Notes:

6.1. Option to be approved by the COTR and negotiated under references listed in paragraph 5 under this CLIN.

1. Item Name: CHEMIST GAS FREE CERTIFICATE

2. Scope of Work:

2.1 Location of Work: Various

2.2 Intent: Provide the services of a National Fire Prevention Association Certified Marine Chemist and daily rate for Competent Person to inspect, test, and certify that the work sites and systems aboard the vessel are safe for entry, hot work, and that explosive or other dangerous atmospheres do not exist in areas to be accessed or worked.

3. Work Description:

3.1 In compliance with Reference 5.1, provide "Marine Chemist's Certificate" and "Log of Inspections and Tests by Competent Person" (OSHA Form #74) for all areas of the vessel to be worked, inspected or accessed, for the accomplishment of the work. Areas of certification shall be, but are not limited to, tanks, cofferdams, voids, holds, trunks, machinery spaces, engine room/shaft alley bilges, tank tops, and piping systems. "Marine Chemist's Certificate" shall be required and the space certified gas free, prior to any personnel entering or commencement of any hot work or repairs.

3.1.1 After the initial inspection, testing, and certification by the Marine Chemist, the vessel shall be inspected and tested on a daily (work day) basis by a Shipyard Competent Person or Marine Chemist as required to ensure that no changes have occurred to the vessel's condition which would change the certification for any systems or spaces in which work is to occur. If changes occur or new spaces/systems are scheduled for work, a Marine Chemist will inspect same and certify prior to commencement of work.

3.1.2 "Marine Chemist's Certificate" and "Log of Inspections and Tests by Competent Person" (OSHA Form #74) shall be provided as follows:

3.1.2.1 Post the original "Marine Chemist's Certificate" and "Log of Inspection and Tests by Competent Person" (OSHA form #74), protected from the weather, at the access or location of entry of hot work, or in a location designated by the COTR.

3.1.2.2 Post a copy of "Marine Chemist's Certificate" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) certificates at a conspicuous location, protected from the weather, in the vicinity of the gangway.

3.1.2.3 Provide to the COTR a legible copy of each "Marine Chemist's Certificate" and "Log of Inspection and Tests by Competent Person" (OSHA form #74).

3.1.2.4 Furnish a Certificate of Certification (OSHA form # 73) to the COTR for Competent Persons.

3.1.3 Furnish certified "Marine Chemist's Certificates" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) as required by this specification for all growth and new work items. The cost of "Marine Chemist's Certificate" and "Log

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of Inspection and Tests by Competent Person" (OSHA Form #74) shall be included in each growth or new work delivery order.

3.1.4 The contractor shall notify the Certified Marine Chemist and Competent Person before any berthing changes to the vessel are accomplished.

4. Performance Criteria/Deliverables:

4.1 "Marine Chemist's Certification" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) posted near gangway and access points or work area.

4.2 Receipt of a legible copy of "Marine Chemist's Certifications" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) to the COTR.

4.3 Receipt of a certificate of Certification OSHA FORM #73 for Competent Persons.

4.4 Provide unit pricing for a Certified Marine Chemist on a daily basis.

4.5 Provide unit pricing to maintain Marine Chemist Certificates by an OSHA Qualified Competent Person on a daily basis.

5. References:

5.1 OSHA 29 CFR, Part 1915

6. Notes:

6.1. Option to be approved by the COTR and negotiated under references listed in paragraph 5 under this CLIN.