

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

1. REQUISITION NUMBER PRWR1000002	PAGE 1 OF 12
5. SOLICITATION NUMBER DTMA4Q10002	6. SOLICITATION ISSUE DATE 12/07/2009
b. TELEPHONE NUMBER (No collect calls) (415) 744-2586 ext.	8. OFFER DUE DATE/ 12/15/2009 LOCAL TIME 2:00 pm

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 12/29/2009	4. ORDER NUMBER OTMA4P10005
7. FOR SOLICITATION INFORMATION CALL: a. NAME Patricia Etridge		

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.

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, WR Operations
 GOLDEN BEAR
 CODE

16. ADMINISTERED BY
 DOT/Maritime Administration, DPO Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905
 CODE 00094

17a. CONTRACTOR/OFFEROR
 NAUTICAL ENGINEERING, INC
 CODE
 FACILITY CODE
 1790 11TH ST
 OAKLAND, CA 94607-1436
 TELEPHONE NO. (510) 839-0902 ext.

18a. PAYMENT WILL BE MADE BY
 DOT/Enterprise Services Center (ESC) OPO/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
 See Line Item Detail

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
 \$ 1,041,802.00

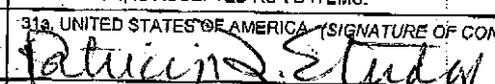
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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. QUOTE OFFER
 DATED 12/15/2009, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR


31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER (Type or print)
MICHAEL ESTEVES, PRESIDENT

30c. DATE SIGNED
01/04/2010

31b. NAME OF CONTRACTING OFFICER (Type or print)
 Patricia L. Etridge

31c. DATE SIGNED
12/29/09 1-5-10

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 3 of 12
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Total Funding: \$1,041,802.00

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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GLD10 VOYAGE REPAIRS
 PRWR1000002/0001 FULLY FUNDED
 AWARD TOTAL FOR ALL LINE ITEMS IS \$1,041,802.00
 NOTICE TO PROCEED OF 1/11/10 IS CONTINGENT ON RECEIPT OF
 ACCEPTABLE INSURANCE COVERAGE.

0001	AUTOMATION SERVICE		1.00	JOB	\$54,703.000	\$ 54,703.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Ref Req No: PRWR1000002

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
 25431 - - - -
 \$0.00

2010 - - X1750 - SMR1 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
 25431 - 6100 - 6600 -
 \$1,041,802.00

0002	ANNUAL LIFERAFT SERVICE		1.00	JOB	\$9,840.000	\$ 9,840.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
 25431 - - - -
 \$0.00

0003	SSDG CONTROL SERVICE		1.00	JOB	\$10,310.000	\$ 10,310.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
 25431 - - - -
 \$0.00

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 4 of 12
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Total Funding: \$1,041,802.00

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

See Line Item(s)

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0004	FIRE EXTINGUISHER SERVICE		1.00	JOB	\$27,756.000	\$ 27,756.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0005	ANNUAL RADAR, RADIO & BRIDGE EQUIPMENT		1.00	JOB	\$77,100.000	\$ 77,100.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0006	C17 TURBOCHARGER OVERHAUL/SURVEY		1.00	JOB	\$31,340.000	\$ 31,340.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 5 of 12
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Total Funding: \$1,041,802.00

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0007	ENTERPRISE R5 16V OVERHAUL/SURVEY	(01/11/2010 to 04/12/2010)	1.00	JOB	\$71,815.000	\$ 71,815.00
	PER ATTACHED STATEMENT OF WORK					
Funding Information: - 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - - 25431 - - - \$0.00						
0008	ENTERPRISE R5 16V CYLINDER HEAD OVERHAUL	(01/11/2010 to 04/12/2010)	1.00	JOB	\$34,840.000	\$ 34,840.00
	PER ATTACHED STATEMENT OF WORK					
Funding Information: - 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - - 25431 - - - \$0.00						
0009	REVERSE OSMOSIS ISTALLATION MODS (OPTION ITEM)	(01/11/2010 to 04/12/2010)	1.00	JOB	\$48,765.000	\$ 48,765.00
	PER ATTACHED STATEMENT OF WORK					
Funding Information: - 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - - 25431 - - - \$0.00						

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 6 of 12
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Total Funding: \$1,041,802.00

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

See Line Item(s)

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0010	WEATHERTIGHT DOORS (OPTION ITEM)	(01/11/2010 to 04/12/2010)	1.00	JOB	\$43,010.000	\$ 43,010.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0011	MACHINERY SPACE DOORS	(01/11/2010 to 04/12/2010)	1.00	JOB	\$23,170.000	\$ 23,170.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0012	WEATHER DECK STEEL REPAIR	(01/11/2010 to 04/12/2010)	1.00	JOB	\$30,441.000	\$ 30,441.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 7 of 12
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Total Funding: \$1,041,802.00

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

See Line Item(s)

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0013	WEATHER DECK FITTINGS REPAIR		1.00	JOB	\$19,197.000	\$ 19,197.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0014	TOPPING TO CONTROL AIR MOD		1.00	JOB	\$13,727.000	\$ 13,727.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0015	SEARCHLIGHT SERVICE		1.00	JOB	\$9,175.000	\$ 9,175.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 8 of 12
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Total Funding: \$1,041,802.00

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

See Line Item(s)

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0016	VARIOUS PIPING AND STEEL WORK		1.00	JOB	\$39,283.000	\$ 39,283.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0017	HEAT EXCHANGER CHILLWATER/ASW		1.00	JOB	\$77,182.000	\$ 77,182.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0018	SSDG FO BOOSTER SKID MODS		1.00	JOB	\$13,013.000	\$ 13,013.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 9 of 12
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Total Funding: \$1,041,802.00

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

See Line Item(s)

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0019	OIL CONTENT METER SERVICE	(01/11/2010 to 04/12/2010)	1.00	JOB	\$2,200.000	\$ 2,200.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0020	A/C CHILLER SERVICE	(01/11/2010 to 04/12/2010)	1.00	JOB	\$36,221.000	\$ 36,221.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0021	BALLAST TANK 5-101-1 & 2 COATING REPAIR (OPTION ITEM)	(01/11/2010 to 04/12/2010)	1.00	JOB	\$44,440.000	\$ 44,440.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 10 of 12
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Total Funding: \$1,041,802.00

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

See Line Item(s)

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0022	BALLAST TANK 5-65-01 COATING REPAIR (OPTION ITEM)	(01/11/2010 to 04/12/2010)	1.00	JOB	\$126,536.000	\$ 126,536.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0023	SLOP OIL REMOVAL	(01/11/2010 to 04/12/2010)	1.00	JOB	\$21,585.000	\$ 21,585.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

0024	JOINERY, HEAD DECK & SHOWER REPAIRS	(01/11/2010 to 04/12/2010)	1.00	JOB	\$36,890.000	\$ 36,890.00
	PER ATTACHED STATEMENT OF WORK					

Funding Information:
- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - -
25431 - - -
\$0.00

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 11 of 12
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Total Funding: \$1,041,802.00

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

See Line Item(s)

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0025	REFRIGERATION SERVICES (reefer, EOS a/c, galley)	(01/11/2010 to 04/12/2010)	1.00	JOB	\$8,836.000	\$ 8,836.00
	PER ATTACHED STATEMENT OF WORK					
Funding Information: - 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - - 25431 - - - \$0.00						
0026	LIFEBOAT DAVIT LIMIT REPAIR	(01/11/2010 to 04/12/2010)	1.00	JOB	\$12,510.000	\$ 12,510.00
	PER ATTACHED STATEMENT OF WORK					
Funding Information: - 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - - 25431 - - - \$0.00						
0027	SANITARY PUMP SKID	(01/11/2010 to 04/12/2010)	1.00	JOB	\$32,917.000	\$ 32,917.00
	PER ATTACHED STATEMENT OF WORK					
Funding Information: - 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - - - 25431 - - - \$0.00						

Line Item Summary	Document Number DTMA4P10005	Title DTMA4P10005 GB SVREPAIRS	Page 12 of 12
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Total Funding: \$1,041,802.00

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

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0028	SUPPLEMENTAL WORK		1.00	NSP	\$.000	\$ 0.00
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(01/11/2010 to 04/12/2010)

LINE ITEM NOT PRICED - PRICE SUB LINE ITEMS

Funding Information:

- 2010 - X1750 - SMR 20 - SM - J107 - 0 - 0000 - 160000 - - - -
25431 - - -
\$0.00

0028AA	SUPPLEMENTAL MATERIAL		1.00	NTE	\$50,000.000	\$ 50,000.00
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(01/11/2010 to 04/12/2010)

PER ATTACHED STATEMENT OF WORK
THIS IS A NOT TO EXCEED AMOUNT.

THE TOTAL ORDERED SHALL NOT EXCEED \$50,000.00 IN ACCORDANCE WITH SECTION H. SUPPLEMENTAL GROWTH REQUIREMENTS.

THE LINE ITEM COST OF \$50,000.00 SHALL BE USED FOR BIDDING PURPOSES

0028AB	SUPPLEMENTAL LABOR		500.00	MH	\$70.000	\$ 35,000.00
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(01/11/2010 to 04/12/2010)

THIS IS A NOT TO EXCEED AMOUNT. THE TOTAL SHALL NOT EXCEED 500 MANHOURS TO BE ORDERED IN ACCORDANCE WITH SECTION H.

PLEASE INSERT YOUR COMPANY'S HOURLY LABOR RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK WHICH SHALL BE A YARDWIDE COMPOSITE LABOR RATE TO INCLUDE ALL MANAGEMENT, SUPERVISION, OVERHEAD, G&A, HANDLING CHARGES, FREIGHT AND PROFIT.

Total Cost: \$1,041,802.00

DIST: NEI/COTR/CO/FCO

	Document No. DTMA4P10005	Document Title DTMA4P10005 GB SVREPAIRS	Page 1 of 105
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COMMERCIAL CLAUSES

1 REVISED SOW INCL AMEND0001 CLARIFICATIONS

TRAINING SHIP GOLDEN BEAR
 SPRING VR 10
 ENTIRE SPEC Updated 10/27/09
 INDEX

CLIN

TITLE

- GENERAL CRITERIA
- 1 AUTOMATION SERVICE
- 2 ANNUAL LIFERAFT SERVICE
- 3 SSDG CONTROL SERVICE
- 4 FIRE EXTINGUISHER SERVICE
- 5 ANNUAL RADAR, RADIO & BRIDGE EQUIPMENT
- 6 C17 TURBOCHARGER OVERHAUL/SURVEY
- 7 ENTERPRISE R5 16V OVERHAUL/SURVEY
- 8 ENTERPRISE R5 16V CYLINDER HEAD OVERHAUL
- 9 REVERSE OSMOSIS INSTALLATION MODS (OPTION ITEM)
- 10 WEATHERTIGHT DOORS (OPTION ITEM)
- 11 MACHINERY SPACE DOORS
- 12 WEATHER DECK STEEL REPAIR
- 13 WEATHER DECK FITTINGS REPAIR
- 14 TOPPING TO CONTROL AIR MOD
- 15 SEARCHLIGHT SERVICE
- 16 VARIOUS PIPING AND STEEL WORK
- 17 HEAT EXCHANGER CHILLWATER/ASW
- 18 SSDG FO BOOSTER SKID MODS
- 19 OIL CONTENT METER SERVICE
- 20 A/C CHILLER SERVICE
- 21 BALLAST TANK 5-101-1 & 2 COATING REPAIR (OPTION ITEM)
- 22 BALLAST TANK 5-65-01 COATING REPAIR (OPTION ITEM)
- 23 SLOP OIL REMOVAL
- 24 JOINERY, HEAD DECK & SHOWER REPAIRS
- 25 REFRIGERATION SERVICES (reefer, EOS a/c, galley)
- 26 LIFEBOAT DAVIT LIMIT REPAIR
- 27 SANITARY PUMP SKID
- 28 A & B SUPPLEMENTAL - MATERIALS & LABOR

GENERAL CRITERIA

Intent:

This item defines the general criteria which the contractor shall apply to each and every Specification Item (CLIN) contained within this Contract, including all amendments, modifications, and approved delivery orders. The costs associated with implementation and accomplishment of these requirements during the planning and performance of each specification item and subsequent delivery orders shall be included in the pricing of each line item of the specification.

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Work Description:

Definitions

The following terms shall be understood to have these meanings:

"As approved", "for approval" - When used without further qualification, the decision of the Regulatory Body representative is intended. For items which are not covered by regulations, the decision of the COTR is intended.

"Contract" - 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" - The shipyard or ship repair firm acting as the prime contractor responsible for accomplishing the provisions of the subject Contract.

"COTR" - Contracting officer's technical representative overseeing the repair availability.

"Detach" - means that the Contractor shall unbolt, unpipe, and disconnect all attachments to the unit to enable the unit to be moved, and/or to unbolt, unpipe, and disconnect a fixed unit. All attachment points shall be tagged, identified, and protected to facilitate reinstallation. This definition also covers reinstallation of detached units.

"Equivalent" ("or equal") equipment - Where equipment is specified by manufacturer's name, make, and model number, the Contractor may propose equivalents to the COTR for approval. Approval will be based on the following criteria:

- a. Meet the specified performance requirements.
- b. Possess appropriate Regulatory Body approval where required.
- c. Possess similar dimensions; weight; power; capacity; material; service characteristics; maintenance features; time in service; population in commercial service; vendor-furnished training, service and support; consumption and performance data.
- d. Exceptions to these criteria will be considered if they are demonstrable to be superior to those specified and are to the advantage of the vessel's mission and the Government.

"Government" - Means the United States Government, including the Maritime Administration (MARAD).

"Install", "extend", and "modify" mean that the Contractor shall provide the piece of equipment to be installed, and, in addition, shall provide the materials and labor to install, connect, test, remove and reinstall interferences, and effect a finished, fully operational installation. When "install" is used with reference to GFE, all conditions of the previous definition except the requirement to provide the piece of equipment are applicable.

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

"Provide" - Means to furnish and install all services, materials, equipment and systems to accomplish stated requirements.

"Regulatory Body" - Means the American Bureau of Shipping (ABS) or a Federal Government or international regulatory agency or an organization which is authorized by the agency to perform delegated regulatory functions on its behalf.

"Regulatory Body requirements" - means the regulations, rules, requirements, and interpretations issued by Regulatory Bodies.

"Remove" - Means to take the existing off the ship without replacement.

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"Repair" - Means to fix the existing thereby restoring it to its original capabilities.

"Renew" - Means to remove the existing then replace with new of similar or specified capability

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

Accomplish the Requirements of the Contract

The Contractor shall satisfactorily perform all work and details therewith, to the required standards and shall provide all the necessary resources in that performance. Details that are not mentioned in these specifications, but which are usual and necessary for shipwork shall be furnished by the contractor.

Noncompliance/nonconformance with the requirements of the Contract or Work Items, discovered by the Government will be reported to the contractor in writing.

Contractor shall respond in writing to the COTR, indicating the corrective action taken and, where applicable, the action to be taken to correct the cause of the deficiency.

Written responses shall be within two (2) working days from notification. Labor or material progress payments on deficient Work Items will be withheld until each deficiency has been corrected.

Provide Labor, Material, and Equipment

Provide all labor, material and equipment required for the completion of the specifications, unless specifically identified as Government Furnished Material (GFM) in the individual work items.

Report Production Delays and Difficulties

In the event difficulty is encountered or anticipated in complying with the contract requirements or schedule dates, notify the COTR immediately by verbal means, followed on the next work day, by written correspondence stating the pertinent details. Receipt of this notification by the COTR is not to be construed as a waiver of the contract requirements or delivery schedule by the government; nor is it a waiver of rights or remedies provided by law or under this contract relating to jeopardy of the contract schedule.

Verify Dimensions

Any and all dimensions, measurements, size, shape, quantities, etc., in the specifications including drawings, sketches, etc., contained therein, are not guaranteed to be correct. The contractor shall be responsible for the tasking, determination, and ascertaining of any and all dimensions, measurements. The contractor should take full advantage of any ship check/inspection periods offered for this purpose.

Report Additional Work or Material Procurement

When additional work or material procurement is identified that is necessary to produce a reliable product or complete repair, a report will be submitted to the COTR. The required report, with supporting data, will be submitted as soon as possible after discovery to allow the COTR to initiate early action. The goal is to have any required additional work completed within the original contract period. Contractor shall make every effort to deliver all condition reports during the first half of the performance period.

These condition or inspection reports shall contain the following information:

0. Vessel name, Contract Number, CLIN Number (work item number), and item paragraph number.

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1. A description of the conditions found with supporting data. This data should include sketches, photographs, and calculations, with actual readings and dimensions, when necessary to make the conditions clearly understandable to the COTR. Said condition reports shall also state the Contractor's recommended course of corrective action for the noted discrepancy and a list of materials required.

2. Include a statement regarding the conditions effect on the subject work item and other work items; and a statement about the conditions and recommendations effect on the production schedule and/or critical path. Include a statement as to whether all work on the item is stopped pending a response.

Submit Requests for Work Deviations

A deviation is defined as any action which is not in conformance with the Work Item requirements, including references thereto.

Deviations will only be considered by the COTR upon receipt of a written request from the contractor.

The Government does not have an obligation to accept any deviation, and may do so only if benefit to the Government can be shown. Accomplish deviations only when authorized in writing by the COTR.

Accomplish Joint Vessel Inspection.

The Contractor and COTR shall complete a joint arrival inspection at NTP to document general conditions on the vessel. Topside areas, interior passageways, anticipated major work areas; the engine room and shaft alley shall be inspected.

A videotape with commentary shall be prepared by the Contractor concurrent with the inspection. The videotape and one copy shall be submitted to the COTR with a serialized Condition Report within five working days.

Provide Closures Against Weather

The contractor shall use existing closures and provide temporary closures as necessary to prevent intrusion of weather related elements (rain, snow, sleet, etc.), into the vessel. Temporary closures materials may include the use of plywood, canvas, herculite or other materials at the contractor's option and expense to cover temporary access openings or the opening of doors, scuttles and cargo hatches for periods in excess of 24 hours. Additional protection from sandblast grit intrusion shall be provided per a separate item.

Cargo hatches shall be closed at the completion of daily work unless work is scheduled in specific cargo holds around the clock.

Service lines, hoses and cables shall be run through a single door as mutually agreed upon by the contractor and COTR. The service line access shall be separate from the primary personnel access.

Workmanship

Workmanship shall be of the highest quality commercial marine standard and shall be subject to the approval of the COTR upon completion. Welding shall meet ABS and USCG requirements and conform to American Welding Society (AWS) standards. All welds shall be cleaned prior to painting. All surfaces which have been cut, drilled, welded, or otherwise modified shall be cleaned free of grease, slag, and foreign matter

All welding shall be in accordance with ABS requirements and certified by the local ABS Representative. All Non-destructive testing of welds shall be in accordance with ABS requirements and certified by the local ABS representative

Welded connections of major items installed and modified by the Contractor shall be subjected to nondestructive testing as delineated for the particular items in this specification. All such testing shall be performed by qualified personnel and shall be in accordance with ABS "Rules for Non-Destructive Testing of Hull Welds

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Contractor Use of Vessel Equipment and Materials

The Contractor shall not use, without explicit permission on a case by case basis, any vessel spare parts, equipage, equipment, special tools or materials.

Vessel's machinery and equipment is not to be operated by the contractor's personnel or subcontractors except as explicitly authorized on a case by case basis by the COTR, or as explicitly required elsewhere in the specifications. The Contractor shall sign for all drawing and tech manuals deemed necessary for examination off site.

Cleanliness, Tests and Job Completion

Upon item and job completion, all interior and exterior spaces, equipment, machinery, tanks, cargo holds and accommodations affected by repairs shall be left in a clean and orderly condition and ready to serve their intended purposes. A joint redelivery inspection will be held by the Owner and Contractor at least 2 days prior to scheduled delivery date and vessel acceptance by the Government. During this joint inspection, any further cleaning and outstanding deficiencies will be noted, which shall be completed prior to the delivery of the ship. No work may be deferred for accomplishment after the ship's redelivery, unless it is shown to be advantageous to the Owner.

All new, disturbed and/or soiled materials, surfaces, equipment, etc., affected by the accomplishment of these Specifications and any Delivery Orders shall be cleaned, prepared, coated, recoated, re-lagged, reinsulated as directed in other applicable items in this contract.

Work that requires testing shall be completed in time to allow correction of deficiencies prior to any dock trials, sea trials, and other applicable milestones established in the contract.

The contractor, or his foreman representative, shall meet with the CHENG and/or Chief Mate at the beginning of each day they will be onboard to discuss the day's work plan, number of workers aboard, hot work anticipated, ship's systems affected, and other ship coordination issues. This shall be a formal meeting and must take place before work begins, at the same time daily. The representative for the Contractor shall be the same individual for the duration of the voyage repair package.

Once a week, the ship superintendent shall walk through each onboard job with the COTR.

Contractor is responsible for all of their required loading operations and activities including opening/closing of hatch and operating ship's crane (when available) under the authority and permission of the Chief Officer. CMA may be able to assist contractor with forklift and crane services, but this is not guaranteed as this equipment is frequently used otherwise for CMA operations and training. If not available, lifting and material handling equipment shall be the responsibility of the contractor.

Contractor is responsible for temporarily detaching all interferences necessary to complete CLIN items and then reinstalling interferences to their original condition. Contractor is also responsible for replacement or repair of any damaged structures, parts or joinery removed for work completion.

Contractor will at all times (each day) coordinate with Chief Officer on pier and ship access and availability, including vehicle parking. In the absence of the Chief Officer, coordination shall be conducted with PIC of the boathouse.

Regular working hours are weekdays from 0700/0800 until 1700. Hot work will only be allowed during these hours on weekdays. All work, tests, and inspections shall be performed in this time frame. COTR may authorize work outside these hours on a case by case basis. The C/M or C/E shall be notified before any hotwork is commenced so that fire detection systems can be temporarily disabled.

No work will be allowed to take place during campus breaks, unless approved in advance by the COTR. Bidders should request an academy calendar from the COTR one week before bid submissions.

All condition reports shall be submitted to the COTR. They shall be serialized numerically, and provide a recommended course of action when a deficiency is noted.

The contractor shall maintain a log of all persons on board the ship, who are employees, agents, or subcontractors for work being performed. Daily, all personnel are to sign the logbook upon arrival onboard, and to sign out upon departure. The logbook is a deliverable, separate from the ship's log book, and shall be provided and maintained by the contractor. The

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contractor is responsible for its accuracy and content. Each Monday during the contract performance period, provide the COTR with a copy of the previous week's log or more frequently if requested. At the end of the contract, provide the COTR with a complete copy of the logbook (or the original). These deliverables are to be attached to a serialized condition report. Marad may provide a third party paint representative to oversee and advise the COTR on all paint-related concerns. Schedule all paint related inspections with the paint representative as well as with the COTR.

Marad covers payments for the local ABS Surveyor under a separate purchase order. The successful bidder shall cover all costs for ABS services (such as plan review and approval) not performed by the local ABS office in Oakland.

The successful bidder is responsible for scheduling all ABS and USCG inspections, surveys and checkpoints cited in the CLIN's. The contractor shall pre-inspect and pretest prior to making these arrangements to assure successful completion of checkpoints.

The Contractor is responsible for disposal of all waste and debris generated as a result of any work performed. Use of shipboard or California Maritime Academy waste bins is prohibited. Coordinate with the Chief Mate for an acceptable place to place a contractor furnished disposal bin on the pier or the ship, if deemed necessary. All hazmat waste streams generated as a result of this contract are the responsibility of the contractor for lawful disposal, manifesting and transportation. No hazmat, including blasting debris, may be disposed of on ship or CMA premises.

Contractor is responsible for all employees and sub-contracting employees to purchase valid parking permits when on campus and to be briefed on waterfront and pier parking regulations. Pier access for work trucks is by permission of Chief Mate only. Only two parking places in the Waterfront parking lot may be utilized by contractor or their subcontractors for personal vehicles. All other contractor personal vehicles shall be parked in either Lots E or F and ferried down by others or parked outside the gates and similarly ferried. Any parking citations received are the contractor's responsibility. Any ferrying for employees is the contractor's responsibilities.

All work areas and operations that disturb original coatings shall be recoated to conform to ship's coating system. Preparation of exposed metals shall be prepared accordingly to MARAD paint and coating guidelines (attached). Transition between recoated areas and original painted surfaces shall be feathered smooth with 100-grit paper before restorative coatings are applied. The ship's coating system for metal surfaces is as follows:

" disturbed areas shall be prepared to SP3 (power tool clean level) minimum, unless specified differently in individual item.

" Apply chemical rust inhibitor of Ospho or Coroseal brands or equal as per manufacturer's directions.

" Three coats of International brand primer. Each coat is 3-5 mils DFT. Product name is International Interprime 234.

" One coat of top coat in matching color code of Interlac 800 series.

" Deck coatings vary throughout the vessel and will be specified as appropriate given location by the Chief Engineer and/or Chief Mate.

When a CLIN tasks the contractor to transfer articles to the Marad warehouse, the Contractor shall perform the following steps:

" Assist the ship storekeeper in entering a property transfer into NS-5.

Notify warehouse in advance of delivery. POC is Mike Streblov at (510) 337-5084.

" Transfer article with the form.

Provide COTR with a copy of the form with both signatures (warehouse and storekeeper).

The address for the warehouse is:

Marad SBS Warehouse

1651 Viking St.

Alameda, CA 94501

Substitutions for specific materials and equipment cited in CLIN's must be pre-approved by the COTR prior to NTP.

When cited in a CLIN, The contractor and applicable tech reps shall attend the ship's one-day sea trial, date to be determined.

All onboard workers, including subcontractors, must wear a badge identifying themselves as contractor employees. Those persons without badges may be escorted off the ship.

The requirements within this General Criteria are not to be separately priced. Cost for this item shall be spread out and incorporated against the appropriate awarded work CLIN(s).

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Performance Criteria/Deliverables:

Joint arrival inspection video tape and condition report.

Security

Security requirements as outlined in the following "Security Instruction" titled "Security Instruction number 1" shall be strictly adhered to.

Security Instruction number one

DATE: September 3, 2008

TO: All Contracting and Vendor Personnel

FROM: Captain Harry Bolton
Company Security Officer, California Maritime Academy

This is to inform all persons that may visit, conduct work, provide technical or sales services or have other official business aboard or in any way need access to be alongside or aboard the training ship GOLDEN BEAR, that new International and Coast Guard regulations requires stringent access control to all U.S. vessels by all persons in accordance with those regulations. This includes the training ship, whether she is in a foreign or in any domestic port. Additionally, the California Maritime Academy may invoke additional requirements to gain access to the campus if it is determined by the U.S. Coast Guard that the CMA is a "port facility" under the new regulations.

These security requirements will require that all visitors, contracting personnel, vendors, sales-persons and any technical consultants comply with the requirements outlined herein before being allowed to board or approach the training ship. Failure to comply in whole or in part of these regulations may lead to the expulsion of personnel from the vessel until full compliance is achieved. Any and all additional costs resulting from this eventuality, including delays in work, denial of access for subcontractors or any other interruption of contracted services, is to be completely borne by the contracting or vendor companies. Only pre-authorized persons will be allowed onboard. This includes visitors.

All contracting, vendor, or visiting personnel, must at all times, comply with any and all requirements and rules promulgated by the ship's Security Officer, which in the case of the GOLDEN BEAR, is the vessel's Chief Officer. These requirements are those made by the training ship and the California Maritime Academy. Any additional security procedures, rules or requirements promulgated by MARAD will be in addition to these requirements.

Any or all of the following rules and procedures must be complied with depending on the official national maritime threat level:

1. Campus access and parking may be controlled by the school's public safety department.
6. The primary contractor shall be responsible for issuing all of their direct employees and as well as their designated sub-contractor's employee's identity verification and authorized company photo ID cards. Non-photo company identification cards will not be accepted. These identification cards are required to be worn in a visible location. Subcontractors and employees without company ID shall be required to obtain from the CMA/GOLDEN BEAR a daily visitor pass in the form of a generic ID card that authorizes the holder to be onboard. The daily visitor cards will be required to be worn in a conspicuous manner so that each person is readily identifiable by ship's officers and security personnel. The cards will be used to log workers and vendors on and off of the vessel using the ship's logging system. These Golden Bear Visitor cards must be issued

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and surrendered at the beginning and end of each day for logging in and out. Failure to surrender the visitor card at the end of the day shall be treated as a security violation.

7. Outside company employees newer than six months and all temporary visitors not known to the Academy are subject to security background inquiries by the CMA consistent with current laws before they will be permitted to board the vessel.

4. Materials or parts delivered directly to the campus/ship are subject to search and screening by the ship's Security Officer. Deliveries of equipment, parts and materials must be declared to the ship Security Officer at least 24-hours in advance of the delivery and must be scheduled for screening before being loaded aboard.

5. Materials and supplies shipped in advance or drop shipped to CMA's facility must pass through the campus warehouse for screening. This screening process shall be conducted by the ship's security officer (Chief Mate) and an authorized person designated by the contractor. This inspection and shipping documentation screening must be accomplished before any materials can be loaded onto the vessel.

8. Contractor vehicles will not be allowed onto the pier without first being screened by the vessel's security officer. This may be done daily. The same applies for contractor tool boxes or other equipment when first loaded aboard. Ship security personnel shall work closely with contractor's management personnel to achieve workable but effective security concerns.

7. Depending on the national security threat level, all persons needing access to the vessel may be subject to random personal and bag checks. If the vessel is at a heightened security level, ALL persons may be subject to these searches or screenings.

1. The contractor and shipboard management supervisors must attend a one-hour security orientation on or before the first day of a contract performance period. This orientation will be conducted onboard the vessel by the Ship's Security Officer. It must be emphasized that contracting personnel or their sub-contractors who have not been authorized to be onboard the vessel will be denied access to the vessel.

2. In conjunction with the orientation, a short security briefing will be conducted before the contract begins. This briefing shall be attended by:

- " MARAD COTR
- " Company Security Officer
- " Ship Security Officer
- " Director of Campus Public Safety
- " Warehouse Supervisor

It must be emphasized to contractors and visitors that these requirements are mandatory, and that any disruption or recalcitrance demonstrated by visiting or contracting persons onboard concerning these requirements will be denied access to the vessel until full cooperation is achieved. If necessary, persons who are being uncooperative or belligerent will be removed from the vessel permanently and reported to national authorities. It is the desire of the CMA and the training ship that all work is accomplished in the spirit of security awareness and cooperation and every accommodation that can be given while maintaining compliance with the regulations is encouraged.

Regards,

 Captain Harry Bolton
 CMA Security Officer

INTERFERENCES

Intent: The Contractor shall detach and reinstall all interference in way of accomplishing specified work.

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An interference is any part of a ship, whether installed or portable, that must be moved or disturbed in the accomplishment of work specified in the Work Item. Contractor is responsible for identifying all interferences to all items during the shipcheck period.

Statement of Work:

Identify all the interferences at formal bidders' shipcheck of the vessel.

When work on the vessel is started:

" visually examine each interference before removal. Note any damage or deterioration to it that was already there, and protect it from damage before it is removed.

" when removing the interference, take caution not to damage it.

After interference removal, inspect it again. If it is damaged, make a note and notify the COTR in writing. Tag it for reinstallation, or disposal if approved by COTR.

Before reinstalling an interference:

" check it again. If it is acceptable, go ahead and reinstall it.

" do not reinstall anything that was damaged before, deteriorated, or damaged later. Notify COTR if this takes place.

Protect interferences from damage or loss, and prevent contamination of detached or removed components and remaining parts of the system.

Visually examine interferences prior to and during detachment for previous damage and deterioration. Report any damage or deterioration to the COTR. .

Material containing asbestos which requires removal as an interference shall not be reinstalled. The Golden Bear is an asbestos free ship.

Install stamped or engraved solid metal tags on interference's to indicate the ship's name, location and Work Item number prior to detachment or removal from system or shipboard location.

Reinstall interferences which were neither reported as previously damaged or deteriorated nor rendered unsuitable for reinstallation during removal.

Install new material in place of material rendered unsuitable for reinstallation during detachment, removal, or storage.

New material shall be equal in composition, strength, design, type, and size as existed prior to removal of the interferences.

Install new insulation and lagging in place of that removed as interference.

Install new reusable covers except when reinstallation of existing reusable covers is identified by the invoking Work Item.

Install new fasteners and gaskets when reinstalling interferences.

Restore compartment, equipment, and systems labeling.

Install new deck covering in place of that removed or damaged as interference.

New material shall be equal to existing in color and composition.

Align and accomplish appropriate strength, tightness, system cleanliness, and operational tests and ensure that the reinstalled interferences perform their normal functions within the system.

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These requirements not to be separately priced. Cost for this item shall be spread out and incorporated against the appropriate awarded work CLIN(s).

SCHEDULING AND PROGRESS REPORTS

Intent: The contractor shall prepare and submit for review and acceptance by the COTR, accurate contract scheduling data, which is relevant to the scheduling and progress of the repair availability for the entire project, and for these critical path CLINS cited below or identified by Contractor:

- CLIN 006 MAIN ENGINE TURBOCHARGER OVERHAUL
- CLIN 007 MAIN ENGINE CYLINDER OVERHAUL & MAINS
- CLIN 008 MAIN ENGINE CYLINDER HEADS SERVICE

Both reports should be indicative of the planning and scheduling required to ensure an integrated and timely completion of all CLINS, and to ensure the contract delivery date is achieved.

Scope of Work: Each Thursday, provide the COTR with a weekly report denoting the progress on each critical path CLIN cited above. Incorporate all task orders and contract modifications to this report.

At minimum, the weekly report shall depict:

- " Critical path and controlling work items clearly indicated
- " Scheduled start and completion date of the production work for each critical path CLIN
- " Actual start date for each critical path CLIN
- " Actual finish date for each critical path CLIN

Provide the COTR with a separate weekly PERCENTAGE REPORT denoting

- " Percent completion to date of each CLIN and each TASK ORDER in the work package
- " Overall percentage completion of the work package

Both reports shall be delivered to the COTR within (3) three days of award of contract, and shall be updated and submitted weekly to reflect the addition, deletion, or modification of CLINS, and changes made by the Contractor or Contracting Officer.

Manage and schedule subcontractors' production work/progress, material procurement, and interface control to support the overall production schedule.

Provide a list of subcontractors by CLIN Number to the COTR within (3) three days of award of contract. A revised list is to be provided whenever changes occur to the list.

The subcontractor list shall include:

- " CLIN number
- " Specific work to be accomplished
- " Subcontractor's business address and telephone number

On the first week of the availability, provide the COTR with a list of all the deliverables cited in the contract, and the intended delivery date for each of these deliverables.

These requirements not to be separately priced. Cost for this item shall be spread out and incorporated against the appropriate awarded work CLIN(s).

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Upon completion of a CLIN, conduct a walk through of the work cited in the CLIN accompanied by the COTR, Chief Engineer, and Chief Mate. Develop and submit a sign-off sheet for each CLIN, to be signed by ship superintendent and COTR. Provide the COTR with a copy of all sign-off sheets as they occur.

DELIVERABLES:

- " weekly report denoting the progress on each critical path CLIN
- " weekly PERCENTAGE REPORT
- " subcontractor list
- " list of deliverables
- " sign-off sheet for each CLIN

CLIN 001 AUTOMATION SERVICE

1.0 ABSTRACT

This item describes the servicing and maintenance of the Alarm & Monitoring, Ballast Control, and Propulsion Control automation systems.

2.0 REFERENCES

Technical Marine Service, Inc. technical manuals available onboard.

3.0 ITEM LOCATION / DESCRIPTION

3.1 Location: EOS, Bridge Console, Machinery space, and monitoring stations.

3.2 Item description: Perform repairs and service to vessel's automation system.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

4.1 None.

5.0 STATEMENT OF WORK

5.1 GENERAL CRITERIA

5.1.1 Supply all labor, equipment and materials to perform the following repairs and modifications.

5.1.2 Provide services of an experienced engine control vendor to perform the following repairs and maintenance. The original conversion and installation, and all recent upgrade, repairs and service have been successfully performed by Technical Marine Service, Inc. of Portland, OR.

5.1.3 Save any new or modified control data & programs affected by this performance specification to the Alarm & Monitoring and Propulsion Control Systems to Chief Engineers computer and disk and back up to other computers in system with log date of action. Provide Chief Engineer with a back-up disk of Propulsion Control, Alarm and Monitoring, and Ballast Control system programs.

5.2 DCS & BCS CONSOLE

5.2.1 Perform screen edit for remote user screen and interface for vessel's new SEO-204 Clayton Boiler and EO-404 boiler. Inputs are tied into vessel's DCS alarm system, but several inputs are unclear, and a "disable" element should be added to avoid false readings on offline boiler. Specific items of address are misname of feed pump as "fuel" pump, and all indications (run, stop, auto) indicating for all elements when #2 boiler is secured.

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5.2.2 Provide two (2) each touch screen monitors and replace the touch screen monitor on BCS computer. Groom and test hardware for full function. Turn over 2nd enabled monitor to Chief Engineer as spare.

5.2.3 On GB1 computer provide hardware, software, and set-up to allow for password and user controlled networking of html simplicity screens with 5 user licenses on the ships (at sea) and/or campus network (in port Vallejo only). Access shall be set up to allow master selection of screen access. Provide Master user guidance to Chief Engineer.

5.2.4 Explore allowing remote service connections to technicians for all 4 computers while vessel is at CMA pier. Provide report on estimated cost and effort involved in installation.

5.2.5 Perform screen edit of inconsistencies in alarm output for Distiller annunciator.

5.2.6 Troubleshoot and repair SSDG "ready" light being on with rack locked out and generator in local.

5.2.7 Check and report on "printer function" of DCS computers "print to file" feature as well as hard copy printer, and "Alarm History" interface on DCS computers. Work with vessel's crew to advise on more usable paper shelf set-up for printer paper feed and recovery.

5.2.8 Check and confirm that both GB1 and GB2 computers have appropriate programs and set-points throughout, are set up properly for Alarm (GB2) and Bell Logger (GB1) screen and printer functions on system boot-up.

5.2.9 Test function and confirm that both GB1 & GB2, and Ballast Control are networked with short-cuts to remote computers in performance lab, Chief Engineer's and Chief Mate's offices.

5.3 PROPULSION CONTROL

5.3.1 Repair and re-program input and output errors in PCS programming and interface to DCS providing false alarms and read-outs. Check that all inputs, registers, programs and outputs are correctly addressed. Specific observed errors include PME overload initiated alarm from SME rack signal.

5.3.2 Troubleshoot and repair the local and remote indication anomaly when running in remote on only one main engine with either "port" or "starboard" selected. The EOS panel indicates both local and remote on the "offline" engine.

5.3.3 On PCS computer provide hardware, software, and set-up to allow for password and user controlled networking of html simplicity screens with 5 user license on the ships (at sea) and/or campus network (in port Vallejo only). Access shall be set up to allow master selection of screen access. Provide Master user guidance to Chief Engineer.

5.3.4 Check, adjust, and calibrate the EOS and Bridge EOT and Throttle RVDTs and Synchros.

5.3.5 Test operate all TMS systems with vessel crew and specifically observe and report on operation of all systems worked on and modified.

6.0 NOTES

7.0 DELIVERABLES

7.1 Provide COTR 2 copies of a typewritten report of repairs and modifications made to systems. Included in report shall be the network addresses of all computers in system.

CLIN 002 ANNUAL LIFERAFT SERVICE

1.0 ABSTRACT

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This item describes the annual liferaft service order for the ship's 8 davit launched liferafts.

2.0 REFERENCES

Last Year's service reports (copies available on board).

3.0 ITEM LOCATION / DESCRIPTION

Contractor picks-up and delivers to CMA pier after scheduling with Chief Mate.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

Forklift assistance for loading / unloading.

5.0 STATEMENT OF WORK

5.1 Contractor to pick up from CMA waterfront (8) eight twenty-five person Crewsaver davit-launched liferafts and their associated hydrostatic releases and transport to a USCG/SOLAS approved repair facility. Vessel will unload/load rafts from/to vessel and assist contractor with forklift services on/off of contractor's truck.

5.2 Rafts to be serviced to SOLAS pack-A ocean service. Rafts and releases are to be inspected, tested, necessary repairs accomplished and parts/equipment replaced as necessary to bring rafts and releases into compliance. All equipment shall comply with the latest USCG requirements and regulations of the International Convention for the Safety Of Life At Sea.

5.3 Contractor to convey rafts and releases to and from CMA's waterfront by scheduled appointment time only. Otherwise, contractor shall be responsible for providing forklift services to load/unload.

5.4 Contractor is to provide all required bottle hydro-tests and renewal of expired or defective equipment and supplies due as specified in last year's reports. Items listed in these reports as due will not constitute "discoverable" or be the subject of an additional work item.

SOW Revised per Amendment 0001 dated 12/07/10: Paragraph 5.4 & 5.5 require the contractor to renew various defective equipment and supplies "as specified in last year's report." Reference the Liferaft Service reports, Coast Marine will provide information requested if the Contractor will email their request to: comarsf@aol.com Attn: Bruce.

5.5 The contractor shall replace all parts or material expiring prior to April 18, 2011. SOW Revised per Amendment 0001 dated 12/07/10: Paragraph 5.4 & 5.5 require the contractor to renew various defective equipment and supplies "as specified in last year's report." Reference the Liferaft Service reports, Coast Marine will provide information requested if the Contractor will email their request to: comarsf@aol.com Attn: Bruce.

6.0 NOTES: None

7.0 DELIVERABLES

Contractor to provide COTR with original and three (3) copies of inspection certificates for rafts and releases. Each raft and release is to be marked with a sticker noting the latest inspection date. Hydro static releases are to be hand delivered to Chief Mate.

CLIN 003

SSDG CONTROLS

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1.0 ABSTRACT

This item describes maintenance and repair to the ship's service diesel generator controls.

2.0 REFERENCES

SSDG and Alternator technical manuals. Available onboard.

3.0 ITEM LOCATION / DESCRIPTION

3.1 Item Location: Machinery spaces and EOS (control room).

3.2 Item description: Service control and alarm circuits for SSDG control, and perform inspection and maintenance to voltage regulator circuits.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

None

5.0 STATEMENT OF WORK

5.1 GENERAL CRITERIA

5.1.1 Supply all labor, equipment and materials to perform the following repairs and modifications. Service to be performed by a Service Engineer with a minimum of 5 years experience with C. Wilh. Stein-Sohn, Seimen's, and MAK controls pre-approved by COTR.

5.1.2 Previous vendor performing SSDG Control maintenance was: Vu Phung Lu, DG International, Inc. 1909 Merideth Rd, Virginia Beach, VA 23455. Phone (757) 463-7811 or (757) 463-7976 (cell).

5.2 SSDG CONTROLS

5.2.1 Service indicators in local panels. Provide 6 each white, green, red and amber LED's to facilitate replacement.

5.2.2 Test all local and remote temperature and pressure indications and alarms for all three SSDG's and calibrate for accuracy. Note: Rtd's and thermocouples may be checked electronically but pressure transmitters must be checked with gauge tester.

5.2.3 Pre-Test all safeties and shutdowns for all three SSDG's. Vessel's crew will run SSDG's as required to facilitate tests. Safeties include L.O. pressure, J.W. temperature, overspeed, and jacking gear engaged. Timing of repairs and test should precede & coincide with USCG & ABS inspection scheduled for March 23 & 24. Coordinate with Chief Engineer & COTR.

5.2.4 Work with vessel's automation contractor to troubleshoot and repair the DCS SSDG engine ready light being activated when rack is disengaged.

5.2.5 Test overload and "dead bus" relays for "standby" operation. Adjust as necessary.

5.2.6 Open, inspect and report findings of generator control panel 24 vdc power supply and emergency backup.

5.2.7 Open & inspect, adjust, set, and test for stability the voltage regulators for all three SSDG's. Vessel's crew will operate SSDG's to facilitate tests and adjustments.

6.0 NOTES

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7.0 DELIVERABLES

2.1 Provide a report to the COTR documenting repairs to complete above tasks. Include any additional recommended repairs or modifications in report.

CLIN 004 FIRE EXTINGUISHERS SERVICE

1.0 ABSTRACT

This item describes the work tasks to complete the annual regulatory fire portable and fixed fire extinguishing equipment checks to be performed in accordance with the vessel's COI and her approved fire and safety arrangement drawing. This item also includes SCBA testing, repair and replacement of worn out units.

2.0 REFERENCES (Available on Board)

- 5.3 Ship's Fire Safety & Arrangement Drawing - Rev. G.
- 5.4 Applicable ship's drawings.
- 5.5 USCG NVIC 9-00 CO2 Fire Extinguishing System Safety.'
- 5.6 Last Year's Service Report (Global Fire and Safety).

3.0 ITEM LOCATION / DESCRIPTION

Throughout vessel.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES None

5.0 STATEMENT OF WORK

5.0.1 Supply all labor, equipment, parts, materials and transportation/lifting services to accomplish work described in abstract. Contractor is responsible for removing and returning any material or parts requiring off-site repair or servicing.

5.0.2 Contractor is to temporarily remove any interference's necessary to accomplish work and then return ship to original condition-including any professional cleaning and any necessary labeling or painting. Contractor is required to confirm through ship-check: quantity of portable extinguishers (as per approved plan), quantity of dry chemical extinguishers to undergo the 6 yr. (from DOM) service maintenance and 12 yr. (from DOM) hydro-test and quantity of CO2 extinguishers to undergo the 5 yr. hydro-test (from date of last hydro-test), quantity of SCBA units for flow test and SCBA air bottles to undergo 5 yr. hydro-test, and any dimensions required to complete the work.

5.1 FIXED SYSTEMS:

5.1.1 Contractor is to survey, inspect, service and repair as required all fixed Halon, dry chemical, CO2, and carboloy fire suppression systems including: engine and auxiliary engine rooms, hazmat locker, bulk paint storeroom, upper paint locker, boiler room, emergency generator room and galley. Each system servicing shall include (where required): local and remote activation controls, HVAC shutdown and damper controls and any activation alarms/indicators. Contractor is to perform all required regulatory hydro-tests on pressure bottles, fittings or hoses. Contractor is to demonstrate proper systems' operation in the presence of local regulatory inspectors (see section 6.0) to bring vessel into compliance and to satisfy the requirements of COI.

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5.1.2 The Contractor shall ensure a safe work environment for personnel during CO2 and Halon fixed fire fighting system repairs and modifications by accomplishing the following:

5.1.3 The Contractor shall provide a Qualified Person to take responsibility for personnel safety during the inspection, testing, repairing and modification of all problematic areas in the existing Halon & CO2 fixed fire fighting system. All work to SCBA equipment shall be performed by an authorized manufacturer's representative.

5.1.4 The Contractor shall provide copies of the Qualified Person's Credentials such as certifications and licenses to work on CO2 and Halon fixed fire fighting systems or SCBA equipment to the COTR for approval.

5.1.5 Main fixed CO2 and Halon firefighting systems: provide inert gas or small charge of CO2 in sufficient quantity to test gas powered sirens and system timers to meet USCG requirements. Carry out test of gas powered sirens in the protected spaces cited above to satisfaction of USCG and Chief Mate.

5.1.6 Carry out test of CO2 local and remote controls by operating control levers at each location and recording the following data:

5.1.7 Operation of pressure switches and shutdown of interlocked fans and dampers upon activation of master valve.

5.1.8 Activation of gas powered sirens and any other CO2 alarm devices in protected spaces upon activation of master valve and selector valve controls.

5.1.9 Pre-discharge time before selector valve opens once selector valve control has been actuated.

5.1.10 Discharge time.

5.1.11 Compare data with records of previous testing of same system. Deliver all data to COTR and USCG Inspector.

5.1.12 Contractor to take foam concentrate sample from tank reservoir and have independently tested to confirm foam concentrate is viable. Top off tank reservoir with new AFFF concentrate.

5.2 PORTABLE EXTINGUISHERS:

5.2.1 Contractor to provide annual service on 176 portable extinguishers and 1 semi portable extinguisher. Contractor is to perform hydro-tests on CO2 bottles and Dry Chemical bottles as required (see last year service report). Contractor is to perform 6 yr. valve service on Dry Chemical extinguishers as required (see last year service report). Contractor to ensure safety pins are fitted and that each extinguisher is properly tagged with dated service tag. Number of portable extinguishers including spares:

- (112) 10 lb. Dry chemical.
- (64) 15 lb. CO2
- (2) 50 lb. CO2 (semi-portable)

If extinguishers are to be temporarily removed to contractors facilities: contractor is to remove only ½ of ship's extinguishers at any given time and approximately every other one so that vessel is not left with areas of ship not equipped with at least limited coverage of portable firefighting capability. Extinguishers taken off of vessel for service must be returned to their original locations before the next batch may be removed. The C/M may instruct the contractor to place ship's spare extinguishers in certain locations while the regular extinguishers are absent.

5.3 SCBA CASCADE SYSTEM:

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1.1.1 Contractor to check and service both upper and lower ship's SCBA Compressors & refill systems and perform the following:

1.1.2 Check correct operation of both upper and lower Bauer air compressors to manufacturer's specifications. Change oil and all filters, including air filters. Inspect condition of belts. Provide COTR with report of compressor.

1.1.3 Check all lines and connections for corrosion or leaks. Renew all bad connections or fittings found.

1.1.4 Completely evacuate current air charge in each cascade bottle. Drain each bottle of residual condensate. Change air filter on intake hose. Refill entire system full capacity. Take air sample of system and have independently tested for harmful contaminants including: particulate, mists, gases or vapors. Provide COTR with test report.

1.1.5 Check relief valve pressure lifting point (in PSI) with a separate high-pressure air source. Provide COTR with test and final setting results.

1.2 SCBA EQUIPMENT:

1.2.1 Check all portable SCBA bottles located in (34) DC locker 1, (34) DC locker 2, (8) EOS and (6) EG locker for current hydro-test dates. Perform hydro test on all bottles last hydro tested before Feb. 2005.

1.2.2 Using an authorized manufacturer's rep. sanitize all associated air masks and conduct air-flow tests on all MSA SCBA units located in (7) DC locker 1, (7) DC locker 2, (4) EOS and (18) EG locker. Bag and seal all SCBA air masks. Provide COTR with discrepancy report for any regulator and air mask failures and/or needed parts and repairs to bring into good working order.

1.2.3 If SCBA units are to be temporarily removed to contractor's facilities, contractor is to remove only 1/2 of ship's units at any given time so that vessel is not left without fire response capability. SCBA taken off of vessel for service must be returned to their original locations before the next batch may be removed.

1.2.4 Provide vessel with one (1) new Self-contained Breathing Apparatus (SCBA) with communication system.

MSA Firehawk SCBA with Ultra Elite Face Mask (Medium), 30 minute 100% Aluminum Air Bottle and Clear Command Amplifier Part #A-M7LD0xC0C14CA0.

MSA Clear Command voice amplifier adaptor kits for Ultra Elite face Piece Part # 10024074.

5.5 SCHEDULING & REGULATORY DEMONSTRATION

5.5.1 Contractor is responsible for demonstration of required system operation to local USCG & ABS inspectors. Contractor is to conduct preliminary tests on fixed fire systems prior to inspection by regulatory agencies. Contractor shall consult with COTR before regulatory test is scheduled.

5.5.2 Contractor is to coordinate, schedule in advance and then check in on every ship visit with either Chief Mate or Chief Engineer. Contractor shall designate a single lead-man to liaise with C/E and /or Chief Mate. On each ship visit, the lead-man shall brief the C/M or C/E on what work is planned, material/parts to be removed from vessel and schedules for return of items BEFORE WORK COMMENCES and project completion of pier side availability. Contractor ship visits or work parties needing pier access shall be scheduled in advance and in coordination with the Chief Mate.

5.5.3 Contractor is to advise COTR when work items described in this CLIN are operational and ready for inspection. COTR will arrange scheduling of regulatory bodies during the vessel's COI inspection which is tentatively scheduled for March 24/25. Contractor shall communicate findings and or problems encountered during contract to COTR BEFORE making any reports to regulatory agents and before the scheduling of regulatory test witnessing.

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6.0 ADDITIONAL UNDISCOVERED WORK OR PARTS

6.1 Any work or parts required beyond that specified herein or as needed to complete fixed fire system tests and inspections or repairs to SCBA shall be the subject of a separate negotiated work item between COTR and the contractor. No additional work or parts shall be incurred by vessel that has not been approved in advance by COTR.

7.0 DELIVERABLES

7.1 The Contractor shall provide an "as found" condition report to the COTR before any corrective action is taken.

7.2 Contractor to provide COTR with one original and two copies of all required final certificates and test reports.

7.3 Provide COTR with reports on SCBA fill system and all portable units.

7.4 Upon approval from COTR, contractor to provide USCG with certificate copies of service reports.

7.5 Contractor is to provide all portable and fixed fire systems with appropriate tags indicating date of successful servicing or inspection.

CLIN 005 ANNUAL RADAR, RADIO & BRIDGE EQUIPMENT SERVICE

1.0 ABSTRACT

This item describes the annual maintenance service order for the ship's bridge electronic, radio and navigation equipment. This item also describes the annual GMDSS radio station survey, repair and maintenance contract. Inspection, maintenance and repair procedures shall be conducted as specified in manufacturer's maintenance and operations manuals.

2.0 REFERENCES (Available on Board)

7.1 Bridge Master E Service tech manual.

7.2 Sperry NAVIECDIS Voyage Management System manual

7.3 Applicable ship's drawings & Misc. manuals.

7.4 Sperry SRD-500 Dual Axis Doppler Speed Log manual

7.5 Sperry Mk 27 Compass Manual.

7.6 Raytheon and Furuno GMDSS equipment manuals.

7.7 Furuno SVDR & AIS technical manuals.

7.8 Various GPS, Anemometer, Radio, and Nav. Equipment manuals

7.9 Navigation & Communications Electronic Condition Report by NavCom dated September 2008.

3.0 ITEM LOCATION / DESCRIPTION

3.1 Location: 04 deck Bridge; 03 deck Communications Lab; 03 Deck Navigation office; 05 deck Flying Bridge

4.0 GOVERNMENT FURNISHED EQUIPMENT:

Sperry MK 37 Gyro Compass

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5.0 STATEMENT OF WORK

5.1 GENERAL

5.1.1 Contractor shall provide all equipment, labor, parts, materials, cables, licenses, lifting/moving/testing equipment necessary to complete work items.

5.1.2 All services, installations and workmanship shall meet IMO specifications and USCG requirements for GMDSS and Navigation.

5.1.3 All dimensions and conditions are estimated and contractor shall shipcheck prior to bid submission and notice to proceed.

5.2 ANTENNA SURVEY, REPAIRS AND REPORT

5.2.1 Provide the services of a quality assurance (QA) Representative with at least 5 years experience surveying vessel electronics installations to perform an antenna survey on the Training ship Golden Bear. The survey shall be a complete and thorough survey for safety, IMO compliance, installation suitability, functionality, condition, and maintenance requirements. This survey shall include all antenna installations on the Navigation Bridge, Chartroom, Flying Bridge, Navigation office, and all interconnects and antennas associated with this equipment. Similar surveys have been successfully completed in past years on other Marad, MSC and commercial vessels by:

Navcom Marine Electronics
7401 Thompson road
Summit, MS 39666
Tel 601 250-5424
Email: Info@navcomusa.com
POC Richard East

5.2.2 Survey shall include the production and delivery of complete and thorough diagram of all navigation and communications antenna installations on the Vessel.

5.2.3 Referencing deficiencies noted in NavCom report dated September 2008 pages 108-127, renew all substandard mountings hardware and cable securing with stainless steel hardware to IMO standards. Install all ground deficiencies required as per report to these antenna installations.

5.3 REGULATORY CHECK

5.1.1 Perform operational, installation, and function tests of all required bridge Navigation and Communications equipments to meet the ABS requirements for annual bridge equipment survey. Meet with vessel's ABS surveyor to provide report for survey. This regulatory check and survey shall be timed to follow the completion of other work this item, and to be completed prior to ABS annual surveys occurring the last 2 weeks of March.

5.4 SPERRY COMPASS & STEERING SYSTEMS

5.3.1 Provide the services of a Bridge Electronics technician with at least 5 years experience installing vessel electronics installations such as Navcom Marine Electronics (referenced above) along with industrial assistance to perform the following service and modification to the ship's Gyro Compass system.

5.3.2 Perform operational check and annual maintenance to master gyro compass and repeater system as recommended by manufacturer. Coordinate with Master and/or Chief Mate to run a functional test of Sperry Steering system and Gyro interface.

5.3.3 Install a GFE Sperry MK 37 Mod E Gyro-compass and new foundation in Gyro room. Foundation shall be fabricated similar to existing and installed just aft of the existing Gyro. Connect to power supply and existing inter-switch in Gyro room,

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and groom system for smooth operator interface of Gyro changeover. Develop simplified operation instructions for Gyro and inter-switch in MS word format. Turn over to Chief Mate for printing and lamination and mount in Gyro space.

5.3.4 Develop a one-line diagram of Gyro interconnections to all bridge electronics, frequency generators, and power supplies. Provide preliminary version to COTR and Chief Engineer along with a report recommending any modifications or upgrades to system.

5.3.5 Tag all new equipment with power source and circuit designation via easily viewed from space entrance, metal-etch, ½" letter size, permanent tags.

5.3.6 After all work this item, provide COTR, Master and Chief Engineer with a report on condition and any recommendation for additional service along with a final diagram in electronic format (auto-cad or equal) of Gyro Compass systems and inter-connections. Provide three hard-copies of the drawing along with electronic copies. One copy shall be laminated and mounted in the Gyro room along with operational instructions.

5.5 GMDSS SUITE (FURUNO)

5.4.1 Contractor to conduct an annual survey and operational tests on the primary bridge GMDSS station and equipment suite to ensure regulatory compliance in all respects. Provide COTR, Master, and Chief Engineer with test and survey report on conditions found.

5.4.2 Repair deficiencies on GMDSS antenna & power supply as per NavCom report dated September 2008. Repairs include relocating antenna coupler external to vessel eliminating shock hazard and interference. Relocation shall include any new cable or penetration required for mounting in the flying bridge area directly above the current location.

5.4.3 Power supply and NMEA interfaces shall be installed and mounted with proper fusing, circuit breaker and grounding as per NavCom report.

5.4.4 Install wire tray for a neat and proper installation of all cabling below GMDSS console. Repair or renew cabling to splices and power cable run deficiencies noted in NavCom report.

5.4.5 Check batteries on two SARTs for expiration. Test EPIRB and re-certify.

5.4.6 Contractor is to schedule an inspection by ABS who will issue the vessel with valid Statement Of Voluntary Compliance for Cargo Radio Certificate. Contractor and ship's Communications Officer shall be present and liaison with ABS inspection.

5.4.7 Contractor to provide ship a one-year FCC approved shore-based maintenance contract to cover all GMDSS related equipment.

5.4.8 Ship check all required GMDSS publications onboard and provide all required updated versions. This requirement is not the subject of any additional costing and should be included in the original bid.

5.6 GMDSS SUITE COMMUNICATIONS LAB (RAYTHEON STR 2000)

As per NAVCOM report (page 106) install Trimble approved Software V. 5.10. Conduct an operational survey and test of training suite and provide COTR, Master and Chief Engineer with a preliminary report on condition and any recommendation for additional service.

5.7 SPERRY BRIDGEMASTER RADARS AND NAVECDIS

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5.5.1 Inspect, perform annual service and test Bridgemaster Radars and Navecdis system for full function and proper installations and connection. Provide Master and Chief Engineer with a preliminary report on condition and any recommendation for additional service.

5.5.2 As per NAVCOM report (page 59), furnish and install CFR required short circuit and overload protection for both radar units to place in conformance. As per page 63, provide preservation. As per page 64, provide corrected labels.

5.5.3 Provide and install a gasket for 3-cm radar scanner housing. Service and lubricate the 10-CM scanner gear box according to Mfr's recommendations.

5.5.4 Troubleshoot and make functional both 3 & 10-cm radar performance monitors. IMO required.

5.5.5 Provide a renewal of the vessel's annual C-map contract for electronic charts for world-wide service. Renewal contract shall specify vessel's COTS (Master) as POC. Current contract shows Chief Engineer as POC.

5.6 SVDR and AIS

5.6.1 As part regulatory survey and function tests, survey SVDR and AIS systems and provide report to COTR, Vessel Captain, Cheng, C/MI and ABS surveyor.

5.6.2 As per NavCom report dated September 2008, label all cabling for interconnects to SVDR and provide proper grounding of unit. Re-label cabinet with power source info with permanent tag.

5.6.3 Correct mounting of stuffing tube, kick pipe and excess cable to SVDR external unit. No stuffing tube currently installed.

5.7 DOPPLER SPEED LOG

5.7.1 As part regulatory survey and function tests, survey Doppler Speed Log systems and provide report to COTR, Vessel Captain, Cheng, C/MI and ABS surveyor.

5.7.2 As per NavCom report dated September 2008, flush and clean Sperry SRD-500 tranceiver box in Doppler trunk of all salt water contamination. Provide grounding for unit and check all connections for tightness.

5.7.3 SVDR data cable has been found disconnected in speed log console. Reconnect all cables and provide proper grounding as per NavCom report dated September 2008.

5.8 BRIDGE VHF RADIOS

5.8.1 Remove and replace with new three (3) VHF radios located on the navigation bridge. The existing GMDSS radio on the starboard fwd bulkhead shall remain. All three shall be of standard make and model, available in the US, of ICOM Marine VHF ICM 504 or equivalent approved by COTR.

5.8.2 Mount three new radios after consultation with Captain and COTR for exact location. Location modifications shall not require new cable runs.

5.8.3 Remount the GMDSS radio after consultation with Captain and COTR. Troubleshoot marginal signal issue and provide report to COTR with findings and recommendations for repair.

5.8.4 As per NavCom report dated September 2008 pages 19 & 20, remove all unused battery and charging systems from ICOM and other removed VHF radios and secure cabling to radio system. Plug, patch and paint the half bulkhead panels in way of these removals. Paint shall match new paint scheme on bridge and ship internals. Paint and color to be approved by COTR.

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5.8.5 Repair or renew damaged coax leads to VHF antennas and renew connectors to NEMA standard as per NavCom report page 20.

5.9 FURUNO FELCOM SAT B SYSTEM

5.9.1 Replace failed FELCOM 81 unit with a new FELCOM 82 unit. Program and interface to existing antenna system. Remove and discard unused terminals and power supply equipment associated. The FELCOM units are longer available and they are being replaced by FLEET 77.

SOW Revised per Amendment 0001 dated 12/07/10: CLIN 005 paragraph 5.9.1 directs the contractor to replace the "failed FELCOM 81 unit with a new FELCOM 82 unit". The FELCOM units are longer available and they are being replaced by FLEET 77.

5.10 BRIDGE JOINERY AND MOUNTING REPAIRS

5.10.1 Plug, patch, prepare and paint a total of 12 full dimension bulkhead joinery panels on the aft bulkheads of the bridge and chart-room. Paint shall match new paint scheme on bridge and ship internals. Paint and color to be approved by COTR. These 12 panels (10 each on bridge and 2 each in chart room) shall be designated by Chief Engineer and COTR, have all unused penetrations removed to flush, and have all mountings masked or temporarily detached.

5.10.2 Modify the mountings of the three (3) bridge indicators along the forward window frames for RPM, Rate of Turn, and Rudder Angle Indicator. Both legs extending from the overhead shall be shortened by approximately 4 inches and have angle brackets fabricated to bolt up in this new "raised position. All new fasteners shall be stainless steel capscrew with stainless nuts and lock washers.

5.0 NOTES

5.5 All work is to be accomplished according to IMO, USCG & NEMA standards and shall follow manufacturer's repair & service procedures/recommendations.

5.6 All installations shall be left after survey and service in a condition to satisfy IMO specifications for grounding, routing, cable type, etc. It should be noted that several discrepancies have been discovered in regards to grounding and cabling after bridge electronics deliveries in the past.

5.7 The vessel will obtain the services of an independent, certified GMDSS Technician to QA the technician survey prior to ABS/USCG approval. COTR approval of contractor services shall be evaluated in conjunction with this QA survey.

7.0 DELIVERABLES

5.7 3 copies of an Antenna plan as outlined in 5.2.2 to COTR, Master and Chief Engineer on all antenna installations.

5.8 3 copies of a Gyro Compass one-line drawing and operational instructions as outlined in 5.4.3 and 5.4.4.

5.9 A final report after service on all tests, corrections & repairs to above equipment.

5.10 Service shall include delivery of a One Year Shore-Based Maintenance Contract for A3 GMDSS equipment.

5.11 Operation and maintenance manuals for new equipment and all required updated Pubs.

5.12 A GMDSS regulatory report for ABS survey of station and technician attendance & availability for scheduled ABS survey.

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CLIN 006 MAIN ENGINE TURBOCHARGER OVERHAUL

5.0 ABSTRACT

This item describes the Overhaul and Inspection of one DeLaval C17-180CA turbocharger for ABS machinery survey.

6.0 REFERENCES

2.1 DeLaval Enterprise technical manuals available on vessel.

1.0 ITEM LOCATION / DESCRIPTION

1.0 Item Location: Main Machinery Space.

1.1 Item description: Open, Inspect, overhaul and service of a Delaval C-17-180CA turbocharger.

2.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

None

5.0. STATEMENT OF WORK

5.1. GENERAL CRITERIA & INITIAL INSPECTION AND PLANNING

5.1.1 All dimensions are estimated. Contractor is responsible for ship checking and verifying dimensions and Data prior to bid submission and notice to proceed.

5.3.1. Contractor shall employ and have on site during all work this item a Lead Man/Technician with a minimum of 5 years experience in the Overhaul and Repair of DeLaval C17 Turbochargers. Award vendor may use his own labor force to complete the work cited in the CLIN provided that the lead man is on site during critical phases of disassembly and assembly. Critical phases include all checkpoints and measurements cited in contract, actual rigging out of and into engine of components, inspection of and guidance for surface preparations (such as honing), and during inspection & testing phases.

5.3.2. Furnish labor, material, and equipment to accomplish the following. Note: All parts and materials to be contractor supplied unless called out otherwise in specification. All parts and materials shall be OEM or equivalent pre-approved by COTR. All tolerances and limits referred to in this overhaul specification shall be defined as those that the OEM delineates as "suitable for reuse or reassembly" or "acceptable" in the Enterprise Maintenance and Repair manual for these engines. These tolerances and limits shall not be those the OEM describes as "as new" or "as delivered" unless specifically referred to in this specification and in no case shall the contractor deliver reports calling out tolerances as "out of spec" when within the "suitable for reuse" tolerances.

5.3.3. All work shall meet USCG, ABS or other appropriate regulatory standards. At the earliest opportunity during the first week of the project the contractor and/or sub-contractor shall tour the sight and review the project with the Chief Engineer, COTR, and regulatory body representative(s) to discuss expectations and check-points. Vessel's Chief Engineer and COTR shall be given at least 48 hours notice prior to expected regulatory check points. Contractor is not responsible for surveyor fees, but must make every effort to minimize required surveyor visits by scheduling multiple inspections whenever possible.

5.2 DISASSEMBLY, INSPECTION AND CLEANING

2.1.1. Disconnect and detach interferences to allow removal of the SME right bank turbocharger from the starboard main engine.

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2.1.2. Disconnect and detach C17 turbocharger from main engine. Retain and identify all connections, shims and mounts to allow for later re-assembly. Note any abnormalities, stresses or damage in as found installations and provide "As Found" report to COTR and Chief Engineer. Note: particular attention shall be paid to "wrinkle belly" expansion joints. If any cracks or stress is noted, expansion joint shall be replaced with one from vessel's spares.

2.1.3. Rig the detached turbocharger out of machinery space, off ship, and to contractor's facility for overhaul, cleaning, balance, and inspection.

2.1.4. Upon arrival at contractor's facility visually inspect unit for signs of leaks, cracks or misalignment. Document and photograph general condition of units and provide report to COTR.

2.1.5. Completely disassemble turbocharger as per OEM procedures. Photograph and record any areas of wear, scoring or abnormalities. Verify and document that rotor, shroud, nozzle ring, and casings are within OEM design specification. Verify and document all operating clearances as per OEM specification.

2.1.6. Thoroughly clean compressor casing, inlet, diffuser and shroud. Shot or silica blast, as appropriate, the turbine case, exhaust cone, partition, inlet cover, the nozzle ring, shroud, compressor wheel, turbine wheel, divider shield and diffuser.

2.1.7. Perform the following inspections, and take and record measurements as per OEM specifications noting tolerances where appropriate:

5.3.1.1 Measure shaft for straightness, and measure seal and journal diameters and condition.

5.3.1.2 Measure concentricity of bearing journal to bore.

5.3.1.3 Measure & inspect radial bearings and report on suitability for reuse.

5.3.1.4 Measure & inspect thrust bearing assembly and report on suitability for reuse.

5.3.1.5 Compare bore inside diameter and depth to OEM specification.

5.3.1.6 Measure compressor wheel conical washer for diameter and crush.

5.3.1.7 Measure and inspect bearing cartridge for concentricity.

5.3.1.8 Inspect casings for cracks, damage, and bolt hole condition.

5.3.1.9 Inspect and measure compressor inlet housing for bore, shaft seal groove condition, and labyrinth seal diameter.

5.3.1.10 Measure exhaust cone bore diameter.

5.3.1.11 Verify partition flange is within specified tolerances.

5.3.1.12 Measure and inspect partition.

5.3.1.13 Verify divider shield tab groove width and thickness.

5.3.1.14 Perform a liquid penetrant inspection of compressor wheel and turbine exhaust wheel. Measure and record all dimensions and compare to OEM specification.

5.3.1.15 Measure and record nozzle ring groove clearance, nozzle ring dimensions, and nozzle ring flow area. Compare to OEM tolerances and nameplate data.

5.4 RECONDITIONING, REASSEMBLY AND REINSTALLATION

6.1.1 Recondition parts for proper reassembly. Remove any broken bolts and re-tap threaded holes, checking for proper thread engagement. Machine critical mating surfaces. Balance rotating assemblies to within .01 oz./in. Provide balance report to COTR. Paint interior and exterior surfaces as per OEM specification.

6.1.2 Reassemble units with all new radial bearings & fasteners. Apply sealant, & locking compound to mating faces and fasteners as per OEM specifications. Verify and document proper bearing size, clearances and conditions. Confirm and document proper clearances, seal run-out, shim pack thickness, total rotor travel, and end-thrust.

6.1.3 Reinstall all oil and air piping as per OEM specification and supplemental seal air modifications.

6.1.4 Identify overhaul date, facility, model and serial number on new nameplate for ease of reference. Seal off all openings and skid mount units for delivery to vessel.

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6.1.5 Transport and deliver overhauled units to vessel and rig into place.

6.1.6 Replace damaged exhaust side expansion joint with vessel's spare obtained through Chief Engineer. This expansion joint has been discovered damaged and holed through.

6.1.7 Re-install overhauled C17 turbocharger delivered above, or previously overhauled vessel's spares on Main Engines as designated by COTR. Previously overhauled spares are located in vessel storeroom below gym. . Note: If using vessel's spare Turbocharger which were rebuilt under a previous contract, it is not necessary to disassemble these vessel's spares as condition was acceptable in previous report. It is understood that the contractor will not be held responsible for any defect or delay under this contract caused by any fault associated with prior repairs contract.

6.1.8 Reconnect all detached interferences including all connections, shims, mounting supports, and flex joints. Leave ready-for-sea.

6.1.9 Test run engines and turbocharger with vessel's crew.

6.0 NOTES

6.1 Particular care shall be put into shimming and mounting turbo to minimize thermal and mechanical stresses. Vessel has spare casings and rotors at Marad warehouse facility, but these casings have been discovered with transitions cracked in past services. Spare casings have ABS approved metal-stitch repair.

6.2 If damaged expansion joints or wrinkle-bellies are found at delivery inspection, the contractor shall at no additional cost to the government replace the damaged expansion joint with a vessel spare or new joint provided under a separate item. It is imperative that all due diligence be expended to insure that expansion joints are replaced at overhauls due to difficulty in addressing between overhauls.

ENGINE DATA

MODEL R5-V16

SERIAL NUMBERS 85008-3127, 85008-3128 - Hull 4667

FUEL MARINE DIESEL

TYPE INSTALLATION MARINE MAIN PROPULSION

CONFIGURATION 45 Degrees VEE

NUMBER OF CYLINDERS 16

BORE 17 INCHES

STROKE 21 INCHES

CYCLE FOUR STROKE

BMEP 252 PSI

RATED HORSEPOWER 12,500

RATED SPEED 514 RPM

DISPLACEMENT PER CYLINDER 4,766 CUBIC INCHES

TOTAL DISPLACEMENT 76,266 CUBIC INCHES

7.0 DELIVERABLES

7.1 Provide to Chief Engineer 2 copies of repair record including daily work log and all reports and pictures required above with measurements, clearances, tolerances, etc. Report shall be typewritten and delivered in binder form.

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CLIN 007

ENTERPRISE R5 16V OVERHAUL & SURVEY 2010

1.0 ABSTRACT

This item describes the overhaul and inspection of cylinders 2 & 5 right & left bank of the port main engine along with the open & inspection of the 4 adjacent main bearings.

2.0 REFERENCES

2.1 Technical manuals for Enterprise Engines.

3.0 ITEM LOCATION / DESCRIPTION

2.0 Item Location: Main Machinery Space.

2.1 Item description: Open, Inspect and service 4 Main Engine cylinders along with adjacent main bearings as per the statement of work below.

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4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

None

7.0 STATEMENT OF WORK

5.1. GENERAL CRITERIA & INITIAL INSPECTION AND PLANNING

5.1.2 All dimensions are estimated. Contractor is responsible for ship checking and verifying dimensions and Data prior to bid submission and notice to proceed.

5.3.4. Provide the services of an Enterprise engine field technician/lead man with at least 5 years experience in Enterprise R4 or R5 engine overhaul to oversee all contract work and testing cited in this CLIN. Award vendor may use his own labor force to complete the work cited in the CLIN provided that the lead man is on site during critical phases of disassembly and assembly. Critical phases include all checkpoints and measurements cited in contract, actual rigging out of and into engine of components, inspection of and guidance for surface preparations (such as honing), and during inspection & testing phases.

5.3.5. Furnish labor, material, and equipment to accomplish the following. Note: All parts and materials to be contractor supplied unless called out otherwise in specification. All parts and materials shall be OEM or equivalent pre-approved by COTR. All tolerances and limits referred to in this overhaul specification shall be defined as those that the OEM delineates as "suitable for reuse or reassembly" or "acceptable" in the Enterprise Maintenance and Repair manual for these engines. These tolerances and limits shall not be those the OEM describes as "as new" or "as delivered" unless specifically referred to in this specification and in no case shall the contractor deliver reports calling out tolerances as "out of spec" when within the "suitable for reuse" tolerances.

5.3.6. All work shall meet USCG, ABS or other appropriate regulatory standards. At the earliest opportunity during the first week of the project the contractor and/or sub-contractor shall tour the sight and review the project with the Chief Engineer, COTR, and regulatory body representative(s) to discuss expectations and check-points. Vessel's Chief Engineer and COTR shall be given at least 48 hours notice prior to expected regulatory check points. Contractor is not responsible for surveyor fees, but must make every effort to minimize required surveyor visits by scheduling multiple inspections whenever possible.

5.2 CYLINDER OVERHAUL PRE-TEST

2.1.8. Detach crankcase doors and valve covers for port Main Engine cylinder and bearing service & overhauls. Cylinders to be overhauled shall be 2 and 5 right and left bank or others designated by Chief Engineer prior to start of work this item. The work shall consist of the overhaul of two (2) main/link rod pairs or four (4) each cylinders.

2.1.9. Ship's force will hydro-test engine prior to draining of jacket water. While ship's force is conducting the hydro-test, inspect for leaks around lower liner seals. After hydro-test, ship's force will drain off and dispose of jacket water.

5.3 MAIN ENGINE CYLINDER HEAD DETACHMENT(4 ea.)

5.1.1. Disconnect and detach interferences from cylinder heads (4 ea.) including: fuel-lines, fuel valves, air-start, jacket water, intake, exhaust, lube oil, etc. Fuel valves to be detached, cleaned, serviced and tested at contractor's facility prior to re-assembly in engine. All testing and inspection to be witnessed by Chief Engineer and/or COTR.

5.1.2. Disconnect and detach 4 ea. subcover/rocker-arm assemblies. Rig out of engine room or to mutually agreed upon and suitable location in engine room for cleaning and inspection. Take and record clearances as per manufacturer's Inspection and Maintenance Records.

5.1.3. Using vessel furnished hydraulic pre-stresser, loosen cylinder head nuts, take and record as-found torque, and detach and store nuts for reuse. Provide torque values to Chief Engineer.

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5.1.4. Attach cylinder head lifting bracket, lift head clear of studs, rig out of engine room to suitable location for cleaning and inspecting. Weight is 1228 lbs each.

5.1.5. On the fuel valves and safety valves detached from engine: Clean, service and test onboard or at contractor's facility prior to re-assembly in engine. All testing and inspection to be witnessed by Chief Engineer and/or COTR and included in final report.

5.1.6. On the 4 ea. subcover/rocker-arm assemblies detached from engine: Take and record all clearances as per manufacturer's Inspection and Maintenance Records and include in final report. Inspection may take place onboard.

5.4. PISTON AND ROD DETACHMENT AND SURVEY (4 EA)

5.4.1 Clean upper part of cylinder liners of all carbon build-up, tap threaded holes in piston crown and install lifting tool for piston and link rod assemblies.

5.4.2 Using vessel furnished hydraulic pre-stresser, untorque connecting rod bolts, and record torque values. Provide torque values to Chief Engineer.

5.4.3 Using special tools and lifting gear, while holding main rod and piston, detach connecting rod bolts, and pull piston and link rod out and clear of cylinder as per repair manual.

5.4.4 Hook lifting gear to main rod piston and pull piston and rod clear of cylinder as per repair manual.

5.4.5 Rig pistons and rods to contractor's facility for disassembly and inspection. Approximate weight of master rod and piston assembly is 2,064 lbs. Link rod and piston assembly is 1,696 lbs.

5.4.6 The following work may be done aboard vessel, but shall be coordinated with ship's crew so as not take up entire machine shop:

5.4.7 Disassemble, clean, and inspect all piston and rod assemblies. Take and record all measurements such as piston pin, piston boss, connecting rod bushing, conn-rod box mating surfaces, conn-rod bearing bore and ovality, etc. as per Inspection and Maintenance Record in repair manual. Chief Engineer to witness inspections and readings shall be included in final report. Check and record torque on piston crown to skirt. Re-torque to correct value. Provide Chief engineer with readings.

5.4.8 NDT link rods and provide for inspection by COTR, Chief Engineer, and ABS surveyor. Report "as found" condition. Note: There was a past history of cracks propagating from link-rod, bolt holes. There are reconditioned link rods at the Marad warehouse in Alameda that will be utilized if a damaged link rod is discovered.

5.4.9 Reassemble piston and rod assemblies and ready for reinstall.

5.5 CYLINDER LINERS and BEARINGS

5.5.1 Deglaze and/or hone cylinder liners as per engine manufacturer's specification (Contractor may use vessel's glaze-breaking hone assembly). Take and record measurements for liner wear, ovality, proudness, etc. Clean, inspect, NDT via dye penetrant and measure crankshaft journal, and bearing shells. Determine suitability for reuse. Note: If conn-rod bearing condition is not suitable for reuse, replacement will be provided from ship's spares or under a separate work order. Record all measurements as per Inspection and Maintenance Records and provide copies to Chief Engineer

5.6 CYLINDER REASSEMBLY

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5.6.1 Perform the following checks on new contractor supplied piston rings: Install rings in liner and check piston ring end gap. Install rings on respective pistons and check side clearance. Record all values on engine manufacturer's form as per Inspection and Maintenance Record and provide copy to Chief Engineer. Note: If using vessels spare liner to check end gap, re-apply preservative (vessel supplied) to liner after done gapping rings.

5.6.2 Install piston and master/link rod assemblies in reverse order of disassembly with new piston rings using engine manufacturers ring compressor and special tools.

5.6.3 Prepare engine block and liner surfaces and rig previously serviced cylinder head or cylinder head from vessel's reconditioned spares into place using new contractor supplied seals and gaskets. Clean and install cylinder head nuts and torque using vessel furnished hydraulic pre-stresser as per engine manufacturer's specification. Record torque value and provide copy to Chief Engineer. Note: If using vessel's spare cylinder head(s) which were rebuilt under a previous contract, it is not necessary to disassemble these vessel's spares as condition was acceptable in previous report. It is understood that the contractor will not be held responsible for any defect or delay under this contract caused by any fault associated with prior repairs contract.

5.6.4 Prepare mating surfaces and rig sub-cover/ rocker arm assembly into place and secure as per engine manufacturer's specification.

5.6.5 Reinstall all detached interferences on engine as original using new contractor furnished gaskets and seals. Interferences include: fuel injection valves, fuel-lines, air-start, jacket water, intake, exhaust, lube oil, relief valve, test cock, etc.

5.6.6 Set and lock valve lash as per engine manufacturer's specification.

5.2 MAIN BEARING INSPECTIONS (4 ADJACENT BEARINGS #2, 3, 5 & 6)

5.2.7 Position Engine properly and detach lube oil lines and temperature sensor from each main bearing to be inspected.

5.2.8 Using hydraulic pre-stresser and stud puller assembly, detach main bearing stud nuts as per engine manufacturer's repair manual. Install stud protectors and lower studs into lower pockets.

5.2.9 Lift bearing cap clear of crankshaft and detach from engine. Detach upper shell from bearing cap and roll lower shell out of journal.

5.2.10 Inspect upper and lower bearing shells in accordance with engine manufacturer's specification and record findings on standard form. Perform a non-destructive dye check on bearing shells. Advise vessels Chief Engineer and Marad surveyor of findings and recommendation for replacement or re-use. Bearing renewals will be from vessel's spares with replacement materials the subject of a contract modification.

5.2.11 Inspect bearing cap for fretting on bore or seating surfaces. Remove any high spots by stoning. Clean bearing cap and lower bore thoroughly with solvent and lint free rags.

5.2.12 Roll in new or re-used or renewed lower shell and install upper shell in cap. Reinstall cap in block.

5.2.13 Install bearing cap studs and nuts using hydraulic pre-stresser and stud puller assembly in reverse order of assembly as per engine manufacturer's specification. Record torque values.

5.3 SME CAM FOLLOWER REPLACEMENT

5.3.7 Detach cam door, fuel lines, fuel rack, fuel pump and pump base along with other interferences as required to pull the cam bridge for #1 cylinder, right-bank SME.

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5.3.8 Arrange with Chief Engineer and COTR to pick up 2 full sets of main engine cam-followers from Marad warehouse in Alameda. Pick up and deliver to vessel. All save one exhaust valve follower shall be turned over to Chief Engineer as ship's spares.

5.3.9 Replace the damaged exhaust valve follower for #1 right-bank.

5.3.10 Reinstall all parts and interferences including all locking and timing arrangements. Set and/or check timing and include in final report.

5.3.11 Leave ready to operate and test run SME along with PME at final delivery.

5.9 DELIVERY INSPECTIONS

5.9.1 When ready fill engine with vessel supplied fresh water and vessel supplied engine water treatment with ship's crew assistance. Inspect for leaks and hydro-test with jacket water pumps.

5.9.2 Perform a set of deflections on PME prior to running engine (after engine has reached operating temperature).

5.9.3 Install crankcase doors and have ship's crew run lube oil pumps to check for flow to bearings and valve and running gear. Bar engine over while running pump. When pumps are secured pull alternate crankcase doors to check for oil flow to bearings and pistons.

5.9.4 Test run both main engines and perform PME bearing checks with vessel crew.

6.0 NOTES

ENGINE DATA

MODEL R5-V16

SERIAL NUMBERS 85008-3127, 85008-3128 - Hull 4667

FUEL MARINE DIESEL

TYPE INSTALLATION MARINE MAIN PROPULSION

CONFIGURATION 45 Degrees VEE

NUMBER OF CYLINDERS 16

BORE 17 INCHES

STROKE 21 INCHES

CYCLE FOUR STROKE

BMEP 252 PSI

RATED HORSEPOWER 12,500

RATED SPEED 514 RPM

DISPLACEMENT PER CYLINDER 4,766 CUBIC INCHES

TOTAL DISPLACEMENT 76,266 CUBIC INCHES

7.0 DELIVERABLES

7.1 Provide 2 final typewritten copies to Chief Engineer of all measurements, clearances and readings taken during work this item in manufacturer's format as per Inspection and Maintenance Record of service manual within 30 days of contract completion. This report shall include serial numbers of all rods, pistons, cylinder heads, etc., and shall be associated with the cylinder where reinstalled.

CLIN 008 ENTERPRISE R5 16V CYLINDER HEAD OVERHAUL

5.0 ABSTRACT

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This item describes the inspection and overhaul of Main Engine cylinder heads.

6.0 REFERENCES

6.1 Technical manuals for Enterprise Engines.

7.0 ITEM LOCATION / DESCRIPTION

7.1 Item Location: Main Machinery Space.

7.2 Item description: Cylinder head overhaul and NDT in conjunction with the Open, Inspect and service of 4 Main Engine cylinders.

8.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

8.1 4 Main Engine cylinder heads removed during cylinder overhauls.

9.0 STATEMENT OF WORK

5.1 GENERAL CRITERIA & INITIAL INSPECTION AND PLANNING

5.2.1 All dimensions are estimated. Contractor is responsible for ship checking and verifying dimensions and Data prior to bid submission and notice to proceed.

5.2.2 Provide the services of an Enterprise engine field technician/lead man with at least 5 years experience in Enterprise R4 or R5 engine overhaul to oversee all contract work and testing cited in this CLIN. Award vendor may use his own labor force to complete the work cited in the CLIN provided that the lead man is on site during critical phases of disassembly and assembly. Critical phases include all checkpoints and measurements cited in contract, and evaluation for regulatory survey.

5.2.3 Furnish labor, material, and equipment to accomplish the following. Note: All parts and materials to be contractor supplied unless called out otherwise in specification. All parts and materials shall be OEM or equivalent pre-approved by COTR. All tolerances and limits referred to in this overhaul specification shall be defined as those that the OEM delineates as "suitable for reuse or reassembly" or "acceptable" in the Enterprise Maintenance and Repair manual for these engines. These tolerances and limits shall not be those the OEM describes as "as new" or "as delivered" unless specifically referred to in this specification and in no case shall the contractor deliver reports calling out tolerances as "out of spec" when within the "suitable for reuse" tolerances.

5.2.4 All work shall meet USCG, ABS or other appropriate regulatory standards. At the earliest opportunity during the first week of the project the contractor and/or sub-contractor shall tour the sight and review the project with the Chief Engineer, COTR, and regulatory body representative(s) to discuss expectations and check-points. Vessel's Chief Engineer and COTR shall be given at least 48 hours notice prior to expected regulatory check points. Contractor is not responsible for surveyor fees, but must make every effort to minimize required surveyor visits by scheduling multiple inspections whenever possible.

5.2 CYLINDER HEADS

5.1.1 On all four (4) cylinder heads detached from engine, transport to contractor's facility to perform the following service and inspections:

5.1.2 Completely disassemble and clean each cover detaching valve gear, etc. Check fire-decks, and valve seats for cracks using either dye penetrant or magnetic particle method. Clean and inspect all parts including: exhaust and intake valve spindles, rotators, guides, air-start valves, safety valves, indicator cocks, etc.

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5.1.3 Provide as found report to COTR and Chief Engineer with recommendations for cylinder heads to continue with service as per specification.

5.1.4 On those cylinder heads accepted to proceed:

5.1.5 Grind intake and exhaust valves and seats to bring back to within manufacturer's tolerances. Take and record clearances as per manufacturer's Inspection and Maintenance Records.

5.1.6 Re-assemble cylinder head. Install vessel furnished hydro-test ring and gauge test cover to 125 psi.

5.1.7 ABS surveyor to witness above inspections as required. Provide all readings to Chief Engineer and include in final report.

5.1.8 Deliver cylinder heads reconditioned and serviced to vessel and rig into machinery space for reinstallation on engine or (if vessel's spare heads reinstalled on engine) to parts rack location designated by Chief Engineer. All heads shall have a light coating of anti-corrosion oil and be wrapped with plastic sheeting.

5.1.9 Cylinder heads rejected for service shall have a light coating of anti-corrosion oil and be wrapped with plastic sheeting, tagged with date and cause for rejection, and be delivered to Marad Warehouse in Alameda, CA. Substitute cylinder heads, previously overhauled, shall be delivered to vessel as per guidance above.

5.2 DELIVERY INSPECTIONS

5.2.1 Provide 2 final typewritten copies to Chief Engineer of all measurements, clearances and readings taken during work this item in manufacturer's format as per Inspection and Maintenance Record of service manual and provide for review during ABS attendance. This report shall include serial numbers of all cylinder heads, etc., and shall be associated with the cylinder where reinstalled

6.0 NOTES

ENGINE DATA

MODEL R5-V16

SERIAL NUMBERS 85008-3127, 85008-3128 - Hull 4667

FUEL MARINE DIESEL

TYPE INSTALLATION MARINE MAIN PROPULSION

CONFIGURATION 45 Degrees VEE

NUMBER OF CYLINDERS 16

BORE 17 INCHES

STROKE 21 INCHES

CYCLE FOUR STROKE

BMEP 252 PSI

RATED HORSEPOWER 12,500

RATED SPEED 514 RPM

DISPLACEMENT PER CYLINDER 4,766 CUBIC INCHES

TOTAL DISPLACEMENT 76,266 CUBIC INCHES

7.0 DELIVERABLES

7.1 Provide 2 final typewritten copies to Chief Engineer of all measurements, clearances and readings taken during work this item in manufacturer's format as per Inspection and Maintenance Record of service manual within 14 days of contract completion. This report shall include serial numbers of all cylinder heads, etc., and shall be associated with the cylinder where reinstalled

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CLIN 009 REVERSE OSMOSIS INSTALLATION MODS (OPTION ITEM)

1.0 ABSTRACT

This item describes the providing of contractor supplied equipment and industrial assistance for Ship Force Reverse Osmosis Water-maker installation.

2.0 REFERENCES

2.1 Referenced drawings and sketches of new installation plans available from Chief Engineer.

2.2 McMaster-Car Catalog 113

3.0 ITEM LOCATION / DESCRIPTION

3.1 Item Location: Main machinery space.

3.2 Item description: Provide supplies and services to facilitate RO installation.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

Various assemblies of GFE RO unit for fit-up of foundations.

5.0 STATEMENT OF WORK

9.1 Supply all labor, equipment and materials to perform the following repairs and modifications.

9.2 Manufacture Low Pressure Salt Water Pump Foundation from drawing 2.1

9.3 Manufacture High Pressure Salt Water Pump Foundation from drawing 2.1

9.4 Detach, disassemble, and overhaul Evaporator/Sanitary Duplex Suction Strainer located on the lower level of the Main Engine Room Port side Frame 120. Note that strainer plug valve is currently very stiff and difficult to turn. Demonstrate proper operation of strainer shifting to Ships Force prior to installation. Reinstall renewing all gaskets and using CRES fasteners.

9.5 Provide four (4) each 2" 316SS Top Loading High Volume Single Filter-Cartridge Housing.

9.5.1 Housing shall be McMaster-Carr Catalog Number 3455K21 or equivalent.

9.5.2 Provide four (4) 5 Micron filter elements for filter housing specified in 5.5. McMaster-Carr Catalog Number 3455K32 or equivalent.

9.6 Provide four (4) 20 Micron filter elements for filter housing specified in 5.5.

9.6.1 McMaster-Carr Catalog Number 3455K33 or equivalent.

9.7 Provide two (2) Low Pressure Pump Electric Motors

9.7.1 Pump Motor 3 Phase, 60 HZ
Baldor Cat# JJM33559T, Spec 35M19T123
Frame 145JM, HP 3, Volts 460, Amps 3.8
RPM 3450

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9.8 Provide two (2) Filter-Bag/Cartridge Housings

9.8.1 McMaster-Carr Catalog Number 9307T7 or equivalent.

9.9 Provide ten (10) High-Capacity Felt Filter Bags for Filter-Bag/Cartridge Housings specified in 5.8.

9.9.1 McMaster-Carr Catalog Number 5783K27 or equivalent.

9.10 Install one (1) 4" x 2" x 4" CUNI Tee on the outlet of each Evaporator Salt Water Pump Discharge Piping, two (2) total, exact location to be designated by Ships Force.

9.10.1 On the 2" outlet of each tee install a 150 commercial CUNI flange, a flanged 150 bronze ball valve, and a 150 CUNI blank utilizing new gaskets and CRES hardware.

9.11 Install two (2) 2" Pipe Saddles on the 8" steel Evaporator / Sanitary suction strainer outlet line, exact location to be designated by Ships Force.

9.11.1 On the outlet of each 2" Pipe Saddles install a 150 CUNI flange, a flanged 150 bronze ball valve, and a 150 CUNI blank. Utilizing new gaskets and CRES hardware.

9.12 Provide material listed below

- 9.12.1 200' (Two Hundred Feet) of 2" 90/10 CUNI pipe
- 9.12.2 25 (Twenty Five) 2" Silver Braze 90/10 CUNI elbows
- 9.12.3 6 (Six) 2" flanged 150 ball valves
- 9.12.4 12 (Twelve) 2" Silver Braze CUNI 150# commercial flanges
- 9.12.5 12 (Twelve) 2" x 1.5" Brass Silver Braze to NPT adaptors
- 9.12.6 12 (Twelve) 2" Threaded Brass commercial flanges
- 9.12.7 24 (Twenty Four) 2" Threaded Brass Pipe nipples
- 9.12.8 12 (Twelve) 2" Silver Braze 90/10 CUNI tees

7.0 DELIVERABLES: Materials listed above.

CLIN 010 WEATHERTIGHT DOORS (OPTION ITEM)

1.0 ABSTRACT

This item describes the replacing of Navy style quick acting water tight doors with marine weather-tight fire doors and frames.

2.0 REFERENCES

Technical manual and drawings, available on board

3.0 ITEM LOCATION / DESCRIPTION

5.1 Item Location: 02 deck weather door on port side of forward house and 03 deck doors port (3 each) port side of forward house.

5.2 Item description: Replace 4 ea. Navy-type, quick-acting water tight doors with weather tight fire doors.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES: None

5.0 STATEMENT OF WORK

3.1 Supply all labor, equipment and materials to perform the following repairs and modifications.

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3.2 Detach the four existing water tight doors and frames at entrances to the aft side of the forward house on the 02 & 03 deck port side. Remove interferences to allow for installation of replacement door and frame assemblies.

3.3 Dispose of all parts of door after assessment by Chief Mate and Chief Engineer.

3.4 Renew detached doors and flanges with Coast Guard approved weather tight fire doors and flush mounted flanged frames. Doors shall be of stainless sheet steel over insulated core and be equal or better, as approved by COTR, than McGeogh Marine Ltd., MMLUSA A60 doors meeting USCG standards 164 136 18 0, NVIC 9-97. 1385 Barker Rd. Hood River, OR. Assembly shall include to match existing automatic closer and to match existing single door lever and latch locksets, lockable from inside. All locksets shall be keyed alike to match existing locksets. Doors shall swing out, and hinge shall be on same side as existing. All doors shall be fitted with a square port of maximum dimension to maintain structural fire rating, made of safety glass. All doors shall be fitted with dogs and dog clips for use in heavy weather.

3.5 Prepare all surfaces effected by work this item to SSPC-SP3 and prime and paint door and frame area with 2 coats of primer and 2 top coats to match vessel's existing paint scheme.

3.6 Leave ready for sea.

6.0 NOTES: None

7.0 DELIVERABLES

7.1 Provide Chief Engineer & COTR with copies of USCG approval and specifications for new doors.

CLIN 011 MAIN DECK & MACHINERY SPACE DOORS

1.0 ABSTRACT

This item describes the renewal of a water tight door and machinery space fire doors with self closure and frame arrangements at A-60 bulkheads.

2.0 REFERENCES

Ship's Fire protection drawing and other structural drawings available onboard.

3.0 ITEM LOCATION / DESCRIPTION

5.1 Main deck, aft deck access from passageway frame 166 water tight door.

5.2 04 deck, Starboard side "Boiler Test Station" machinery space A-60 door.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES: None

5.0 STATEMENT OF WORK

6.1 Contractor is to temporarily remove joinery interferences to complete task. Retain all A-60 insulation arrangements and materials for re-installation.

6.2 Remove existing door and frame attached to the A-60 bulkhead at locations 3.1, and 3.2.

6.3 At main deck passage to fantail, provide and install a new heavy-duty frame and water tight door arrangement that meets and is rated as per existing fire boundary. Provide manufacturer's test certificate to COTR. The door is a high-traffic passage. The door and frame must be able to withstand high usage and stress. The door shall be equipped with an auto-closer

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and standard door handle latch assembly as well as a quick-acting, watertight "dog" arrangement which can be left un-dogged when not in use. The door, latch assembly, and closer shall rugged in construction, suitable for high-traffic, and set to provide a "soft" but positive closure. Doors shall be of stainless sheet steel over insulated core and be equal or better, as approved by COTR, than water tight doors by McGeogh Marine Ltd., MMLUSA doors meeting USCG standards. 1385 Barker Rd. Hood River, OR. Assembly shall include a handle and latch assembly to match existing automatic closer and to match existing single door lever and latch locksets, lockable from inside. All locksets shall be keyed alike to match existing locksets. Door shall swing out, and hinge shall be on same side as existing. Door shall be fitted with a square or round port, a minimum of 10" in dimension, made of safety glass.

6.4 At 04 deck starboard machinery space door provide and install a new heavy-duty frame and door arrangement that meets and is rated as A-60 fire boundary. Provide manufacturer's test certificate to COTR. The door is a high-traffic passage and is subject to differential HVAC pressures between its boundaries. The door and frame must be able to withstand high usage and stress. The handle assembly shall be particularly rugged in construction. Renew detached doors and flanges with Coast Guard approved weather tight fire doors and flush mounted flanged frames. Doors shall be of stainless sheet steel over insulated core and be equal or better, as approved by COTR, than McGeogh Marine Ltd., MMLUSA A60 doors meeting USCG standards 164 136 18 0, NVIC 9-97. 1385 Barker Rd. Hood River, OR. Assembly shall include to match existing automatic closer and to match existing single door lever and latch locksets, lockable from inside. All locksets shall be keyed alike to match existing locksets. Doors shall swing in, and hinge shall be on same side as existing. All doors shall be fitted with a square port, a minimum of 10" in dimension, made of safety glass.

6.5 Doors shall be self-closing type and to operate against differential HVAC pressures and adjustable so that door always makes a positive frame latch closure. Door shall have a minimum of four heavy-duty hinges. A separate opening and closing grab handled shall be affixed to each side of the "Engine Room" machinery space door above its handle (similar to the arrangement of the existing "Engine Room" door.

6.6 Contractor is to arrange for inspection for fit-up, final welding, insulation integrity and final operation before joinery is re-installed.

6.7 Surrounding joinery shall be re-installed or modified as necessary to accommodate the new frame. Contractor is to clean and/or re-coat disturbed areas.

2.0 NOTES

6.1 Watertight doors with auto-closer and latch assembly of different manufacturer and arrangement will be considered by COTR if proposed so long as they meet the intent of providing a long-lasting, automatic closing, regulatory approved installation.

7.0 DELIVERABLES

7.1 Provide Chief Engineer & COTR with copies of USCG approval and specifications for new doors.

CLIN 012 WEATHER DECK STEEL REPAIRS

1.0 ABSTRACT

This item describes various tank vent piping & containment repairs throughout the vessel's weather deck.

5.0 REFERENCES

None.

3.0 ITEM LOCATION / DESCRIPTION

3.1 Item Location: Main and 01 deck weather-deck vents and containments

3.2 Item Description: Crop and replace plate steel and goose-neck vent piping in way of wasted areas.

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5.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

None.

6.0 STATEMENT OF WORK

5.1 GENERAL

6.3.1 Provide all labor, materials, and services to perform the following. All dimensions are estimated.

6.3.2 Contractor is responsible for ship checking and verifying dimensions prior to bid submission and notice to proceed.

6.3.3 Gas-free and maintain safe for hot-work for all work this item. Contractor shall provide the services of a marine chemist and competent persons as outlined in general requirements section.

6.3.4 All plate steel and piping repairs shall follow ABS & USCG requirements for materials and welding.

6.4 RENEW 4 EACH LOOK-OUT STEPS AT BOW

6.4.1 Remove and replace 4 observation steps port and starboard out board rails bow area

6.4.2 Crop off corroded 48 inch section of steel diamond plate steps to grind and prep areas of new weld points.

6.4.3 Fabricate new section, using same type of plate, and dimension.

6.4.4 New plate shall be welded into same place as existing step.

6.4.5 All new and disturbed steel shall be primed and painted to match vessel's existing paint scheme.

5.3 LIFE BOAT STATION DECK GRATING LB STATIONS 1 through 4

5.12.1 Crop off and remove existing expanded metal grating at all upper life boat stations.

5.12.2 Cut out and fabricate new sections of grating to be installed into existing framework. New grating shall be welded into place.

5.12.3 All new and disturbed steel, grating, and welds shall be primed and painted to match vessel's existing paint scheme.

5.4 FRAME 47 STBD SIDE 6-35-1 VENT PIPING

Renew entire flanged section of 6-35-1 goose-neck vent from deck connection to ball-check. Vent is 3-inch, schedule 80, steel piping. Renew all fasteners with appropriately sized SS fasteners. Prepare new and effected areas and paint to match vessel's existing paint scheme.

5.5 FRAME 107, PORT & STBD SIDE, MAIN DECK POT WATER VENT CHECKS

Detach both vent ball-check assemblies. Either replace with new assemblies of equal manufacture (CRES balls and pins, and fasteners) or refurbish the following: Renew all screens, Install new stainless balls. Reinstall with SS fasteners and new gaskets

5.4 SWB VENT 6-166-1 BRACKET TO BULWARK

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Renew entire flanged section of goose-neck vent from deck connection to ball-check. Vent is 3-inch, schedule 80, steel piping. Renew all fasteners with appropriately sized SS fasteners. Prepare new and effected areas and paint to match vessel's existing paint scheme.

5.8 RENEW PIPING SEWAGE SHORE CONN, MAIN DECK, FR 115 PORT

Renew entire header section from deck penetration to hose fitting. Fabricate to same dimensions with 8-bolt flanges, flushing connection, etc. Open, inspect and service plug valve assembly and reinstall with new full-faced gaskets. Install new ¾ inch brass ball-valves at service points. There shall be a new 2-inch clean-out with stainless pipe cap installed at Elbow. Prepare new and effected areas and paint to match vessel's existing paint scheme.

6.0 NOTES: None

7.0 DELIVERABLES: None

CLIN 013 WEATHER DECK AND TANK FITTINGS REPAIRS

1.0 ABSTRACT

This item describes the repairs to main weather deck and tank top fittings and penetrations.

6.0 REFERENCES

None.

3.0 ITEM LOCATION / DESCRIPTION

3.1 Item Location: Aft deck area of main deck, and 2nd deck tank top.

3.2 Item Description: Make the following repairs and replacements.

7.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

None.

8.0 STATEMENT OF WORK

5.1 GENERAL

8.3.1 Provide all labor, materials, and services to perform the following. All dimensions are estimated.

8.3.2 Contractor is responsible for ship checking and verifying dimensions prior to bid submission and notice to proceed.

8.3.3 Gas-free and maintain safe for hot-work any hot work this item.

8.4 REPLACE 5 MAIN DECK PENETRATION "KICK PIPES" AT STERN FRAME

8.4.1 Replace five (5) weather worn kick pipes that serve the wiring to the aft stern mast lights and communication box.

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8.4.2 Contractor shall insure all measure are taken to protect from damage , the deck coating material surrounding the kick pipe penetrations and replace with the approval of COTS any deck coating that was damaged by kick pipe replacement work.

8.4.3 All wiring shall be detached after being isolated by the contractor and vessel's crew and reinstalled into the new kick pipes.

8.4.4 New stuffing tubes and packing shall be installed. All packing shall be renewed with new/same material.

8.4.5 Contractor shall remove old piping at deck penetration and replace with same size and schedule steel piping.

8.4.6 Paint all new piping and disturbed areas to match existing paint scheme of the ship. Leave ready-for-sea.

5.3 BALLAST TANK 3-174-1 REACH ROD STUFFING TUBE

5.3.1 Remove and replace degraded ballast tank reach rod stuffing tube in space 2-188-0.

5.3.2 Remove and replace reach rod stuffing including gland box, gland follower, and gland nut.

5.3.3 Repack gland with suitable non-asbestos packing material. Provide Ships Force with three additional rings of pre cut packing.

5.3.4 Leave ready for sea.

5.4 SPEAKER CONDUIT & BRACKETS 01 DECK PORT AND STBD FRAME 120

7.1.1 Refurbish conduit & brackets to speakers located at frame 120 01 weather deck aft of life boats.

7.1.2 Isolate and remove wiring from existing conduit.

7.1.3 Crop off section of 1" steel pipe from deck penetration to junction box. Replace all piping with same size and schedule

7.1.4 Replace all junction boxes with approved marine type weather tight boxes and Stuffing tubes

7.1.5 Remove existing speaker from weather worn bracket. Crop off bracket from house. Grind down old welded surface and prep for new bracket installation

7.1.6 Fabricate and install new mounting bracket to be re-installed at same point.

7.1.7 Paint all new and disturbed piping and brackets to match existing paint scheme

7.1.8 Install speaker onto bracket Run wire through new piping and connect to junction box and speaker.

7.1.9 Leave ready for sea.

6.0 NOTES: None

7.0 DELIVERABLES: None

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1.0 ABSTRACT

This item describes the installation of new piping and valves which will tie Ships Topping Air Compressor Discharge to the Control Air System and which will enlarge current discharge piping to Service Air System from ½" to 1" piping.

2.0 REFERENCES

Hamworthy Technical manuals available aboard Ship

3.0 ITEM LOCATION / DESCRIPTION

3.1 Location: Starboard Engine Room, 2nd Deck, frame 127 to Centerline, 26ft. flat, frame 134.

3.2 Description: Enlarge Topping Air to Service Air Piping and install new piping connecting Topping Air Compressor to Control Air System.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

None.

5.0 STATEMENT OF WORK

9.13 Provide all labor, materials and services to perform the following. All dimensions are estimated. Contractor is responsible for ship-checking and verifying dimensions prior to bid submission and notice to proceed.

9.14 Provide all piping, fittings and support fixtures necessary to connect Topping Air Compressor outlet to Control Air System. Contractor shall have two options in providing this new service. Options Described bellow.

9.15 Current ½" Topping air Discharge Isolation Valve and piping to Service Air shall be replaced with 1" Isolation Valve and Schedule 80 piping. In addition, an isolation valve will be installed at connection to Service Air System. Both valves shall be socket weld 600 lbs. steel gate valves.

9.16 New sensing piping for current Topping Air Compressor Pressure Switch shall be installed at compressor discharge before discharge isolation valve. New sensing line shall have an isolation valve at compressor end. New sensing line and fittings shall be of schedule 80, socket weld construction. In lieu of new sensing line installation, contractor shall have discretion to physically move current Topping Air Compressor Pressure Switch and wiring to a location closer to Topping Air Compressor. New location of switch would need approval of COTR or Chief Engineer.

9.17 Contractor shall have two options for tying Topping Air Discharge to Control Air System.

9.17.1 Option One: From a 1" tee installed between the two new Topping Air to Service Air Isolation Valves, a 1" schedule 80 pipe shall be run to and tied into the inlet of Control Air Filters located at Fr. 134 on 26 ft. flat. This new line will have 600 lbs, socket weld, gate valves at each end and shall be run parallel to the existing Make-Up Service Air line.

9.17.2 Option Two: From a 1" tee installed between the two new Topping Air to Service Air Isolation Valves, a 1" schedule 80 pipe shall be run to and tied into the outlet of Control Air from Start Air make-up station located at Fr. 127, 2nd deck. A single 1" 600 lbs, socket weld, gate valve shall be installed in this new line near the Topping Air Compressor.

Note: Option Two shall include a bypass line with gate valve be installed around existing Emergency Control Air Solenoid Valve located on the 26 ft deck, frame 134, near Control Air Compressor. Bypass piping and valve shall be consistent with existing Emergency Control Air Solenoid Valve piping.

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5.0 NOTES

5.9 All piping and fittings shall be schedule 80 socket weld.

5.10 Contractor shall provide pipe and wire hangers where good engineering practice warrants. After completion of work contractor shall reinstall any and all interferences and shall install new and repair, renew or replace any removed, damaged or missing pipe insulation in way of installation.

5.11 Contractor shall pressure test for Chief Engineer's witness, at operational pipe pressure.

7.0 DELIVERABLES

CLIN 015 BRIDGE SEARCHLIGHT SERVICING

1.0 ABSTRACT

This item describes the reconditioning of the two (2) 1000 Watt Xeon Bridge Searchlights

2.0 REFERENCES

Technical manual for search light available aboard.

6.7 ITEM LOCATION / DESCRIPTION

The voltage is 120 V. A. C. The search light serial numbers are as follows: Port Search Light: 61834; Stbd. Search Light: 61837

6.8 Item Location: 05 Level - Frame 48

6.9 Item description: 1000 Watt Xeon Search Lights

Manufacture: The Carlisle and Finch Co.

Model No: XE9666-RF

7.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

Ships Force will remove Xeon Bulbs prior to work start.

8.0 STATEMENT OF WORK

8.7 Supply all labor, equipment and materials to perform the following repairs and modifications.

8.8 Detach all interferences as required to complete work this item. Tag items as required to facilitate reassembly and stow in location designated by Chief Engineer and COTR.

8.9 Detach two (2) 1000 Watt Search Light Drum and Base Assemblies.

SOW Revised per Amendment 0001 dated 12/07/10: : CLIN 015 "Bridge Searchlight Servicing" The voltage is 120 V. A. C. The search light serial numbers are as follows: Port Search Light: 61834; Stbd. Search Light: 61837

8.10 Disassemble, clean and prep for powder coating all exterior covers brackets and components exposed to weather of items described in 5.2

8.11 Powder coat (white) all items described in 5.4

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8.12 Reassemble two (2) Search Lights, renewing all gaskets, seals, bearings, fasteners utilizing OEM or Equivalent parts and CRES hardware. Particular care shall be taken to reassemble with new fasteners and gaskets the bases of each light.

8.13 Reattach two (2) 1000 Watt Search Light Drum and Base Assemblies, renewing all fasteners with CRES hardware.

8.14 Replace one of two existing Search Light junction boxes mounted to the 05 Level outboard hand rails. Renew plugs and stuffing tubes in each junction box with CRES materials.

8.15 Renew flexible sleeves and clamps from junction boxes to lights and renew water-proof stuffing tubes on each end.

8.16 Paint all disturbed areas to match existing paint scheme of the ship.

8.17 Test operation of lights with vessel's crew. Leave ready-for-sea.

9.0 NOTES

10.0 DELIVERABLES

CLIN 016 VARIOUS PIPING PROJECTS

1.0 ABSTRACT

This item describes various piping repairs throughout the vessel including: The removal and prefabrication of a new replacement cross over and "T" section of piping that enters into the ship's MSD tank; The replacement of a damaged low pressure heating steam supply line; The renewal and replacement of a 40 foot section of 2 ½" steel gray water drain piping; Renew ship's whistle supply; Renew a 1" Sil-Brazed El-coupling for sanitary flushing of the ship's public heads 3-79-0; Renew potable water pump isolation & check valves; Renew deck drain piping in electric shop; Install crossover for hot water heating; Renew Sea water suction waster pieces.

2.0 REFERENCES

2.1 Bilge crossover: NAV SEA T6225-G1-MMC-010; Tech # 98 TSGB tech library

6.1 Steam Heating: NAV SEA DWG 535-6251461 (available on board)

6.2 Drain Piping: NAV SEA DWG 528-6251444 (available on board)

6.3 Potable Piping: NAV SEA DWG 533-6251453

3.0 ITEM LOCATION / DESCRIPTION

3.1 Item Location: Various piping throughout vessel

3.2 Item Description: Crop and replace or install new piping as per statement of work.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

None

5.0 STATEMENT OF WORK

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5.1 GENERAL

5.1.2 Provide all labor, materials, and services to perform the following. All dimensions are estimated.

5.1.3 Contractor is responsible for ship checking and verifying dimensions prior to bid submission and notice to proceed.

5.1.4 For any system that requires temporary securing, especially sewage systems Contractor shall give 48 hours notice in order to facilitate notification for crew and residents. In no case shall system be down for more than 4 hours.

5.1.5 Contractor shall provide CHENG an accurate time table for the work to be performed by 2nd week of performance period, and update piping schedule weekly.

5.2 CROSSOVER PIPING FOR AUTO BILGE PUMPS

2.1.1 Provide new 2 ½" crossover piping between the suction inlets of both Auto Bilge pumps. The crossover shall include 2 ½" Ball type valve. The Ball valves shall be of a flanged connection application. In addition to the ball valve installed into the cross over piece, contractor shall install ball valves at each pump inlet. Dimensions to accommodate new valves into the existing pump suction end and crossover shall be determined by the contractor and approved by COTS prior to fabrication and installation.

2.1.2 Fabricate a new crossover of approximately 3 feet length for ballast pumps. This will require two tees and four flanges. New, full face, compressed fiber gaskets suitable for application shall be installed at these flanged connections.

2.1.3 All new and modified piping shall be 90-10, copper-nickel and all new piping shall be of the same size as existing piping. All couplings shall be braze-on socket type. Connecting adaptors for the ball valve shall be used.

2.1.4 Contractor shall reattach all existing pipe hangers & add new pipe hangers where good engineering practice warrants. After completion of work, contractor shall reinstall any and all interferences and shall install new and repair, renew or replace any removed, damaged or missing pipe insulation in way of installation.

2.1.5 Contractor shall pressure test for Chief Engineer's witness, at operational pipe pressure all piping installed prior to insulating sections. All piping shall be insulated and painted to match vessel's existing paint scheme.

2.2 RENEW DAMAGED COPPER STEAM PIPING AND COUPLING OUTBOARD MAIN DECK PORT FRAME
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2.2.1 Contractor shall be responsible for the removal of all panels, shielding, insulation, and pipe holding brackets. Contractor shall reinstall all panels, brackets, shielding, and interferences.

2.2.2 Crop out 12 inch section of piping including both couplings.

2.2.3 Replaced sections of piping and couplings with same copper material and schedule.

2.2.4 Replaced copper piping shall extend 12 inches past couplings.

2.2.5 All connecting couplings shall be brazed in.

2.2.6 All braze materials and fluxes shall be compatible with materials being brazed.

2.2.7 All brazing on copper pipe shall meet the requirements of AWS A5.31 with Braze filler material Bag 1, 5, or 7. In no case shall soft low temperature type of solder be used.

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2.2.8 All excess flux shall be washed off completely at completion of repair.

5.4 REPLACE DAMAGED COPPER STEAM PIPING LOCATED IN THE OVERHEAD OF VARIOUS STATE ROOMS AND IN MACHINERY SPACE

6.1.1 Crop out and replace with new copper piping for steam heating as per the following:

Stateroom 13 overhead outboard 01-55-1: Crop out section of copper pipe extending 12 inches before and after damaged area of piping

Stateroom 204 overhead outboard 02-110-2: Crop out section of damaged copper pipe extending 12 inches before and after damaged area of piping

Stateroom 224 overhead outboard 02-153-2: Crop out section of damaged piping extending 12 inches before and after damaged area of piping (the area of work extends into stateroom 226)

State room 306 Forward overhead: Crop out and replace approximately 12 inches of damaged copper piping extending 6 inches before, and 6 inches after leaking section of outboard section, under paneling. Contractor shall replace damaged pipe hanger.

Overhead of ME LO purifier overhead 4-150-2: Crop out area of Damaged/ Repaired section of pipe extending 12 inches before and after damaged area of piping.

6.1.2 All fittings, valves, brackets shall be replaced with same

6.1.3 Replaced sections of piping shall be of the same copper material and schedule and size

6.1.4 Replaced copper piping shall extend 12 inches in each direction past temporary repair.

6.1.5 Contractor shall replace piping insulation after pressure testing repaired section.

6.1.6 All insulation shall be of the same material as existing pipe insulation.

6.1.7 All insulation shall be painted

6.1.8 Contractor shall utilize all existing pipe hangers and penetrations.

5.5 INSTALL ISOLATING BALL VALVES INTO EXISTING COPPER PIPE FOR HOT AND COLD POTABLE WATER SYSTEMS

5.5.1 Install new flanged isolation valves as per the following:

Underclass Mess 1-77-2 overhead fwd near door install: 1(one) 2" valve Cold water isolation; 1 (one) 2" valve Hot Water isolation; 1 (one) 2" valve Hot water recirculation

STBD Passageway frame 1-121-1 overhead install: 1 (one) 2 ½ " valve Cold water isolation; 1 (one) 2 ½ " valve Hot water isolation; 1 (one) 2 ½ " valve Hot water recirculation

5.7.1 Contractor shall detach and reinstall all panels, bulkheads, flashing, pipe holder, wiring, and other interferences required to perform installation.

5.7.2 Contractor shall crop out section of piping to install new braze in flanges for valve installation.

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5.7.3 New valve shall be flanged ball type. If threaded valve is used the valve shall be threaded into a 150 pound 4 bolt flange. Connections to piping shall be flange to flange.

5.7.4 New, full face, compressed fiber gaskets suitable for application shall be installed at these flanged connections.

5.8 REPLACE CLOGGED DRAIN PIPING SERVING MAIN DECK SCUTTLE IN THE UNDERCLASS MESS

5.8.1 Piping is located in space 1-77-01 Underclass Mess. Drain piping is 1 ¼ schedule 80 steel piping. Piping leads through a deck penetration and leads to a connection into the ships Gray water drainage system. The gray water drainage piping is located in the overhead of Fan Space 2-81-2. Approximately 12 feet of piping requires replacement.

5.8.2 Crop out and replace section of sink drainage below main deck.

5.8.3 Contractor shall identify blockage in removed piping and prove remaining line clear. If further blockage is noted downstream of 4 foot section, contractor shall remove piping and replace sections until clear interior section is reached. Additional piping for renewal shall be under an additional item and as approved by COTR.

5.8.4 All piping shall be tested prior to finish work.

5.8.5 All existing pipe hangers shall be utilized.

5.8.6 Contractor shall be responsible for all protective measures to avoid water incursion in Fan Room or other areas during work this item.

5.8.7 Contractor shall detach all interferences and bulkhead joinery and ceiling panels as required and return to as-found condition.

5.8.8 Paint all new and disturbed piping to match vessel's existing paint scheme.

5.7 REPAIR SHIPS SERVICE STEAM 35LB. SAFETY VALVE

5.7.1 On 35# reducing station safety valve located 2nd Deck, Engine Room, port side at frame130 perform the following:

Valve Data:

4 x 6 150 lbs. Teledyne Safety

Type: 26MA10-170

Size orifice: 4M6

Set Pres: 45 PSIG

S/N83122-A10

TAG: 5V-6

Cap. @ 10% overpressure 1130 lb/hr. sat. steam

6.1.1 35lb steam system will be secured by ships crew. Contractor shall detach valve from system and a suitable blind flange shall be installed in its place using new, compressed fiber gasket. Valve shall be removed from vessel to suitable shore side repair facility, holding necessary ASME certification for repairs of Steam Safety Valves.

6.1.2 After pre-testing, disassembly and cleaning, all components are to be inspected, and measured to the standard specified by manufacture. Parts shall either be reconditioned to manufactured specifications or replaced using OEM manufactured parts.

6.1.3 After reassembly, bench testing and setting to name plate specifications, return to vessel and reinstall valve with new spiral wound gasket and grade eight fasteners. Operationally test for COTR.

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6.2 REPAIR AND RENEW HOLED PIPING AT ASW DISCHARGE HEADER

- 6.2.1 Crop and replace wasted section of 8 inch CU-NI pipe at flanged riser off ASW discharge header. Renew approximately 1 foot of piping in way of repair. Flange may be machined and reused.
- 6.2.2 Crop out and replace section of piping after tagging out and draining system. Ship's crew will assist in tag-out.
- 6.2.3 All new piping shall be hydro-tested prior to finish work.
- 6.2.4 Paint all new and disturbed piping to match vessel's existing paint scheme.

5.9 INSTALL "PASS THROUGH" COUPLINGS MAIN DECK WEATHER DOORS

- 1.0.0 Insert and weld one additional 4", Schedule 40 NPT, pipe nipple, 6" above deck, at Port Main Deck Weather Doors frame 75 and frame 140.
- 2.0.0 Insert and weld one 4", Schedule 40 NPT pipe nipple, 6" above deck, at Starboard Main Deck Weather Doors frame 75 and frame 140.
- 3.0.0 Insert and weld two 4", Schedule 40 NPT, pipe nipples, 6" above deck, at Main Deck Weather Door to fantail, frame 166.
- 4.0.0 4" Schedule 40 NPT Pipe Caps shall be provided and installed at all new "pass throughs."
- 5.0.0 Paint to match vessel's existing paint scheme.

6.0 GRAY WATER PIPING RENEWAL OVER POTABLE TANK 1-104-1

Renew approximately 12 feet of restricted, 2" Schedule 80, gray water drain piping in space 1-104-1, Frame 110, in overhead above starboard Potable Water Tank. Starting at inboard most compression coupling through two 45 degree elbows, one 90 degree elbow, ending at vertical section, one foot above 90 degree elbow. New piping will start at and reuse compression coupling if in good repair. All existing 45 and 90 degree elbows shall be replaced with pipe sweep fittings of greater radius. If obstructions or restrictions are noted up or downstream of removed piping, or compression coupling is in need of replacement, contractor shall issue CFR.

5.11 RENEW SECTION OF 3" STEEL PIPING TO FIRE STATION 22

- 5.4.1 Remove section of corroded piping between flanges.
- 5.4.2 Fabricate a new section of pipe including new 4 bolt flanges of same size 3" and schedule 80 steel. Contractor shall install section with new gaskets and fasteners.
- 5.4.3 All new and disturbed piping shall painted to match existing paint scheme.

5.12 FORWARD MAIN DECK CLEANING GEAR LOCKER DRAIN

- 0.0.0 This item describes Clearing of blocked a blocked 2" Sink and Deck Drain Grey Water Line in the FWD Cleaning gear locker 1-57-1, Main Deck, Center Line.

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1.0.0 Clear the blocked 2" Sink Drain and Deck Drain grey water line via rotary blast or vacuum equipment. Clog is believed to be approximately 8ft. past 90 degree elbow below Deck. For estimating purposes assume the procurement and use of equipment such as water jet blast equipment capable of transiting tight piping turns for a full day of effort.

2.0.0 Piping runs through FO tank 5-47-0. If unable to fix clog, provide a report including proposed repair method.

3.0.0 Test with vessel's crew for good drainage.

5.13 POTABLE CONTAINMENT DRAIN PIPE RENEWAL

0.0.0 This item describes the Renewing of both 1 ½" deck drain lines from Potable Hot Water Heater Containment to 4" Deck Drain line at Engine Room, 10 foot level overhead, Frame 114-116, centerline to 20 ft starboard of centerline.

1.0.0 Renew both 1 ½" deck drain lines from Potable Hot Water Heater Containment to 4" Deck Drain lines (approximately 25 ft). Large radius pipe sweeps shall replace 90 degree elbows just below each drain pockets and just before 4" drain line. The existing drain piping uses one 90 degree elbow and one tee to tie the centerline drain line to the starboard drain line. New piping routing shall be modified such that the intermediate 90 degree elbow and tee shall be replaced with a 45 degree large radius sweep and Y-fitting respectfully.

2.0.0 All new piping shall be schedule 80 steel pipe. All new fittings shall be socket weld. Sweeps may be but weld.

3.0.0 Paint all new and disturbed piping to match vessel's existing paint scheme.

6.0 NOTES:

5.4 Piping runs will require the following procedures for repair and renewal: Unless otherwise specified, all replaced saltwater piping shall be 90-10, copper-nickel. The copper-nickel fittings shall be a Sil-Braze type, compatible to 90-10 copper-nickel pipe. Piping shall be 150 class MIL T 164200 90-10 copper-nickel. Sil-Braze Fittings shall be MIL F 1183, 90-10 copper nickel.

5.5 All braze materials and fluxes shall be compatible with materials being brazed.

5.6 All brazing on copper pipe shall meet the requirements of AWS A5.31 with braze filler material Bag 1, 5, or 7. In no case shall soft solder be used with copper.

5.7 All fluxes shall be compatible with filler and piping.

5.8 All excess flux shall be washed off completely at completion of repair.

7.0 DELIVERABLES: None

CLIN 017 CHILL WATER TO ASW HEAT EXCHANGER
1.0 ABSTRACT

This item describes the installation of new piping and valves which will facilitate Chill Water and Auxiliary Seawater supply and return for new Chill Water to ASW plate type heat exchanger.

2.0 REFERENCES

Technical manuals and drawings available on vessel.

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3.0 ITEM LOCATION / DESCRIPTION

3.1 Location: Starboard Engine Room, 26 ft. and 12 ft. flats, Frame 119-124

3.2 Description: Modify ASW & Chillwater piping systems to incorporate plate heat exchanger installation.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

Plate Type Heat Exchanger manufactured by American Standard Heat Transfer Div. under Contract with Pasilac of Kording Denmark.

Model # K55AN-100

P/N 564002240001 85J50086-01-5

Plate P/N 85008-110

WP 150

Max Temp 300

5.0 STATEMENT OF WORK

5.1 General

5.4.1 Provide all labor, materials and services to perform the following. All dimensions are estimated. Contractor is responsible for ship-checking and verifying dimensions prior to bid submission and notice to proceed.

5.4.2 Provide all piping necessary to facilitate the circulation of Chill Water and Auxiliary Saltwater to the newly installed Chill Water/ASW Heat Exchanger and to return flow back to each respective system.

5.5 Heat Exchanger Repair: Acquire one of two plate type heat exchangers including Frame Plate, Pressure Plate and complete 119 plate Plate Pack from MARAD Alameda Warehouse. The Heat Exchanger to be acquired will be determined by Chief Engineer or his representative.

5.5.1 Supply all labor, equipment and materials to open, clean, regasket and reassemble Chill Water to ASW Plate Type Heat Exchanger. Note: Great care should be taken in handling titanium plates so as not to scratch or dent plates. Metallic bristle brushes should never be used to clean plates. Satisfactory methods for cleaning, NDT inspection and regasketing (including correct pattern, gasket material and adhesive) shall be determined by contractor and approved by COTR or Chief Engineer.

5.5.2 Past work on heat exchanger cleaning, NDT inspection and regasketing of plates has been performed by WCR Incorporated, Fresno, CA (559) 266-8374, <http://www.wcr-regasketing.com/>. Other proposed vendors require COTR approval.

5.5.3 After cleaning and NDT, a condition report shall be provided to Chief Engineer and COTR. Reconditioned plates shall be provided to COTR or Chief Engineer for inspection prior to reassembly.

5.5.4 Reassemble the heat exchanger using references for guidance. Upper Carrying Bar, Lower Guide Bar, Pressure Plate rollers and guides and Support Column are missing from government supplied heat exchanger. Suitable replacements pieces shall be acquired or fabricated by contractor. COTR or Chief Engineer shall approve all contractor manufactured replacement parts prior to reassembly

5.5.5 Install four (4) new liner nozzles. Note: Plate pack final width dimension shall equal:

5.5.6 After completion of reassembly, provide necessary blanks and equipment and conduct a hydrostatic test of both sides of each heat exchanger to 75 psig in presence of COTR or Chief Engineer.

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5.6 Heat Exchanger Installation: Repaired Heat Exchanger shall be installed on previously prepared foundation located at frame 119, Starboard, 12ft Flat Engine Room. Prepared foundation may require further preparation to accept Heat Exchanger.

5.7 Chill Water Piping: Tee connection shall be made into 4" Chill Water supply piping in overhead of 12 ft. flat near frame 124. From tee, 4" supply piping shall be installed to 4" inlet flange at lower, right hand port of heat exchanger fixed header, near deck level at 12ft. flat. 4" discharge piping shall be installed from 4" outlet flange at upper right hand of heat exchanger fixed header to contractor installed tee in Chill Water return piping located in overhead of 26 ft. flat near frame 121. Chill Water inlet and outlets shall have ball valves installed for isolation at Heat Exchanger. Where piping must penetrate decks, suitable pass-through collars shall be provided. Dry thermometer wells shall be provided at both heat exchanger Chill Water inlet and outlet.

5.8 Auxiliary Salt Water Piping: Tee connection shall be made into 5" Aux. Salt Water supply piping in overhead of 12 ft. flat near frame 124. From tee, 5" supply piping shall be installed to 4" inlet flange at upper, left hand port of heat exchanger fixed header at 12ft. flat. 5" discharge piping shall be installed from 4" outlet flange at lower left hand of heat exchanger fixed header to contractor installed tee in 8" Aux Sea Water overboard piping located in overhead of 26 ft. flat near frame 121. Aux. Sea Water inlet and outlets shall have ball valves installed for isolation at Heat Exchanger. Ball Valves may be 4" and shall be of a material suitable for salt water service and shall have stainless steel trim. Where piping must penetrate decks, suitable pass-through collars shall be provided. Dry thermometer wells shall be provided at heat exchanger Auxiliary Sea Water outlet.

6.0 NOTES

2.2 All braze materials and fluxes shall be compatible with materials being brazed.

2.3 Materials and Construction: Unless otherwise specified, all water piping shall be 90-10, copper-nickel. The copper-nickel fittings shall be a Sil-Braze type, compatible to 90-10 copper-nickel pipe. Piping shall be 150 class MIL T 164200 90-10 copper-nickel. Sil-Braze Fittings shall be MIL F 1183, 90-10 copper nickel. Flanges connected to Cu-Ni (copper-nickel) shall be 200 class MIL F 1183

2.4 All Fluxes shall be compatible with filler and piping. Note: All excess flux shall be washed off completely at completion.

6.1 All Flanges shall be braze-on socket type. There shall be no threaded connections, unions or couplings except threaded nipples in way of isolation ball valve installation.

6.2 Contractor shall provide pipe hangers where good engineering practice warrants. After completion of work contractor shall reinstall any and all interferences and shall install new and repair, renew or replace any removed, damaged or missing pipe insulation in way of installation.

6.3 Contractor shall pressure test for Chief Engineer's witness, at operational pipe pressure all piping installed prior to insulating sections. All piping shall be insulated.

7.0 DELIVERABLES: None

CLIN 018 SSDG FO BOOSTER SKID MODS

1.0 ABSTRACT

This item describes the consolidation of SSDG Fuel Oil Booster Pump suction and discharge piping and the removal of the SSDG HFO Fuel Service Pressure Regulator and SSDG DFM Service Pump Suction Strainer.

2.0 REFERENCES

Technical References aboard Ship

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3.0 ITEM LOCATION / DESCRIPTION

3.1 Location: Port Engine Room, 26 ft Flat, Frame 136

3.2 Description: Consolidate SSDG DFM Service Pump and SSDG HFO Pressure Pumps suction and discharges into single common suction and discharge headers. Remove resulting redundant HFO Pressure Regulator and DFM Service Suction Strainer.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

None.

5.0 STATEMENT OF WORK

5.1 Provide all labor, materials and services to perform the following. All dimensions are estimated. Contractor is responsible for ship-checking and verifying dimensions prior to bid submission and notice to proceed.

5.2 SSDG Mixing Tank and impacted Fuel Oil Service piping shall be drained by Ships Force. Contractor shall be responsible for remaining drainage and gas freeing of all associated piping prior to commencement of any hot work.

5.3 Suction Header Piping:

5.3.1 Replace 90 degree elbow at inlet of SSDG HFO Pressure Pump with Tee.

5.3.2 Cut SSDG DFM Service Pump Suction pipe up-stream of DFM Service Pump Suction Valve.

5.3.3 Pivot Suction line 180 degrees at adjacent flex joint flange such that suction line and valve are now forward of flex joint.

5.3.4 Tie forward end of rotated line to previously installed tee (5.3.1) at inlet of SSDG HFO Pressure Pump.

5.4 Discharge Header Piping:

5.1.1 Replace 90 degree elbow at outlet of SSDG HFO Pressure Pump #2 discharge valve with Tee.

5.1.2 Cut DFM Service Pump Discharge line down-stream of discharge valve at inlet of tee below Full-Flo Regulating Valve. Cap line at tee on regulator side.

5.1.3 Replace 90 degree flex joint elbow at DFM Service Pump outlet before discharge valve with straight fitting, effectively rotating discharge valve 90 degrees forward.

5.1.4 Install tee at outlet of realigned Service Pump outlet discharge valve. Tie inboard side of tee to tee previously installed at outlet of SSDG HFO Pressure Pump #2 discharge valve (5.4.1). Tie outboard side of tee to 1¼" line just after SSDG Pressure Pump Discharge Pressure Gauge line (point marked "A" on pipe).

5.1.5 Remove elbow on 1¼" SSDG Booster Fuel Outlet (point marked "B" on pipe) and tie in to SSDG Booster Fuel Outlet farther down-stream (point marked "C" on pipe).

5.2 DFM Service Pump Suction Strainer Removal:

5.2.1 Remove DFM Service Pump Suction Strainer and retain for Ships Spares.

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- 5.2.2 Cap both strainer Housing drain lines down-stream of drain valves.
- 5.2.3 Cut and Cap strainer housing inlet line at tee immediately inboard of SSDG Suction Filter inlet valve.
- 5.3 SSDG HFO Pressure Regulator Removal
 - 5.3.1 Cut and cap SSDG HFO Pressure Regulator and Pressure Relief outlet piping under #1 SSDG HFO Pressure Pump.
 - 5.3.2 Install blank flange or cap pipe at flange outboard of Pressure Relief Valve inlet.
 - 5.3.3 Dismount and retain for Ships Spares Pressure Regulating Valve and Relief Valve. All newly extraneous piping shall be disposed of.

6.0 NOTES

- 6.9 All existing piping in question, except for strainer housing drains, is 1-1/4" steel.
- 6.10 All new piping and fittings shall be schedule 80 socket weld.
- 6.11 Contractor shall provide pipe and wire hangers where good engineering practice warrants. After completion of work contractor shall reinstall any and all interferences and shall install new and repair, renew or replace any removed, damaged or missing pipe insulation in way of installation.
- 6.12 All new or modified piping shall be isolated and hydrostatically tested with COTR or Chief Engineer in attendance.

7.0 DELIVERABLES

CLIN 019 OIL CONTENT METER SERVICE

1.0 ABSTRACT

Provide the service of a qualified repair facility to perform calibration and repair of three (3) complete Shimadzu ET-35A Oil Content Meters, and one (1) Oil Content sampler and detector.

2.0 REFERANCES

Advanced Marine Electronics Inc.
#8 Crown Plaza
Unit #107
Hazlet, New Jersey
07730
Tel. 732-888-8248
Fax. 732-739-5445

7.7 ITEM LOCATION / DESCRIPTION

- 7.8 Item Location: GFM to contractor.
- 7.9 Item Description: Three (3) Shimadzu ET-35A Oil Content Meters
- 7.10 Item Description: One (1) Oil Content sampler and detector
(P/N 321-30671-01)

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8.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

Ships Force will detach and turn over all equipment to be calibrated.

9.0 STATEMENT OF WORK

2.0 Supply all labor, equipment and materials to perform the following repairs and modifications.

2.1 Provide the services of a calibration and repair facility familiar with the operation and repair of Items 3.2 and 3.3, suggested facility referenced in 2.1.

2.2 Receive items 3.2 and 3.3 from Ships Force providing a receipt of acceptance.

2.3 Package items from 5.3 in a suitable shipping container to ensure no damage during shipping.

2.4 Provide shipping services to and from contracted facility 5.2.

2.5 Provide Condition Found Reports of Items 3.2 and 3.3 prior to start of calibration and operational to Chief Engineer / COTR.

2.6 Conduct calibration and operational tests of Items 3.2 and 3.3.

2.7 Provide documentation of all testing calibration to the Chief Engineer / COTR.

2.8 Return Items 3.2 and 3.3 to Ship Force. \

10.0 NOTES

11.0 DELIVERABLES

Reports cited in Statement of work.

CLIN 020 AC CHILLER CHARGE AND SERVICE

1.0 ABSTRACT

This item describes the recharge and actuator repair of A/C chiller units.

2.0 REFERENCES

2.1 York Chiller manual available aboard

3.0 ITEM LOCATION / DESCRIPTION

3.1 Item Location: 5-118-1 in lower machinery space

3.2 Item description: Inspect, charge, repair actuator, test, and adjust.

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4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES None

5.0 STATEMENT OF WORK

5.1 GENERAL CRITERIA

0.0.0 Supply all labor, equipment and materials to perform the following repairs and modifications.

1.0.0 All direct refrigeration work shall be under the supervision of a licensed refrigeration technician with at least 5 years experience on low-pressure refrigeration equipment.

5.2 PROVIDE 900 LBS OF R-114

Provide 6 each, 150# cylinders of R-114. R-114 shall be certified clean and dry by licensed refrigerant contractor. Recommended supplier is Hudson technologies. Contact numbers are available from Chief Engineer.

5.3 CHARGE #3 A/C

Charge unit with provided refrigerant and test run unit with vessel's crew.

5.4 REBUILD #1 A/C ACTUATOR

0.0.0 Provide 4 each Belilove rebuild kits for vane actuators of all 3 units.

1.0.0 Detach, disassemble and overhaul #1 A/C actuator unit.

2.0.0 Reinstall and test run unit with vessel's crew.

1.0 INSPECT AND SERVICE CONTROLS FOR A/C UNITS

0.0.0 Provide the services of an A/c control and Electronic SW control service vendor to inspect, service and groom operations of all 3 A/C units.

1.0.0 Recommended vendor is Rob Chernosky of Comfort Dynamics 510 352-8501.

2.0.0 Operate all 3 units and inspect pneumatic and electronic controls for operation. Provide new air driers.

3.0.0 Provide report including recommended additional service.

10.0 NOTES

11.0 DELIVERABLES

A written report in hard and electronic format of all work this item.

CLIN 021 TANK COATINGS TOUCH UP TANKS 5-101-1&2(OPTION ITEM)

1.0 ABSTRACT

The Contractor shall provide all labor, material and equipment to prepare and restore coatings to the following ballast tanks:

- " 5-101-1
- " 3-101-2

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2.0 REFERENCES

Marad coatings guidelines

Steel Structures Painting Council - Painting Manual, Vol. 1 & 2 (latest edition)

Valve actuator technical manual. Available on board.

3.0 ITEM LOCATION / DESCRIPTION

Item Location: Ballast Tanks 5-101-1, 5-101-2.

Item Description: Prepare and restore coatings to ballast tank.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

None.

5.0 STATEMENT OF WORK

7.1 All dimensions are estimated. Contractor is responsible for ship-checking and verifying dimensions prior to bid submission and notice to proceed.

7.2 Provide all labor, material and equipment to prepare and restore coatings to the above two (2) ballast tanks, and service the ballast valves and Tank Level Indicators for these tanks.

7.3 Open and gas-free the ballast tanks 5-101-1 and 5-101-2 "Safe for men, safe for hot work." Detach both manhole covers from each tank and provide safety bar at openings for entire period tanks are opened. Tanks will be flushed & pumped down to low suction by ship's crew prior to commencement of job. Contractor shall strip, muck and dry tanks using contractor furnished pumps and hoses. Maintain tanks gas free for duration of work this item.

7.4 While tanks are open for inspection and coating work, open, disassemble, service and inspect the one (1) ea. 4-inch globe emergency tank suction valve in 5-101-2 and one (1) ea. 6-inch non-rising stem gate tank suction valve in 5-101-1 that services SWB Tk, 5-77-1 and their associated reach-rod universal joints, linkages, and penetrations. These valves and reach-rods are located in the tanks 5-101-1 & 2. The actuators are mounted at on the main deck with drives at tank top and below deck. Provide COTR with report of findings. Provide COTR with report of findings.

7.5 Lap and blue valve(s) and seat(s), free up and lubricate joints and linkages, renew taper and shear pins and clean, grease and re-pack penetrations. When valve parts are ready for re-assembly provide to COTR and Chief Engineer for examination and acceptance. Special attention shall be paid to renewing taper and shear pins at universals and to freeing any sticking assemblies or overstressed joints.

7.6 Re-assemble valve and drive assemblies after COTR acceptance. Hook reach-rod or valve stem back up to valve actuator and set limits and indicators according to valve manufacturers procedures. Lock all setscrews with locktite. Test and prove operation to satisfaction of COTR and Chief Engineer.

7.7 The Tank Level Indicator (TLI) system in the tank shall be inspected, tested, and calibrated by a service technician with at least 5 years experience working on Gems level sensor systems. Recommended local technician is Jim Waters of Marine Controls (415) 485-1045. If different vendor is proposed, provide name and resume of proposed technician to COTR for approval prior to commencing work this item. Provide Chief Engineer and COTR with a report of TLI condition, calibration and any additional recommendations.

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7.8 Once tanks have been certified gas free, provide for preliminary inspection to COTR, Chief Mate and Chief Engineer.

7.9 Mask and protect all items in tanks which could be adversely effected by scale debris or water blasting. Items to be masked include (though not exclusively) electrical wiring, and TLI system components.

7.10 High pressure FW wash using a minimum of 2500 psi all surfaces of tank (including manhole covers) to remove salts, chlorides, loose and peeling coating and loose scale. Strip and dry tank in preparation for mechanical surface preparation.

7.11 Once all areas in any given tank have been water blasted, cleaned and corrosion identified, provide tank for examination by COTR and Chief Mate or Chief Engineer for verification of readiness.

7.12 Using abrasive grit blast, brush-off or "sweep" blast tank internal surfaces including manhole covers to an SSPC-SP-(7) standard to remove all loose paint and surface contamination and to provide a profile for paint application. Tightly adhering coatings and scale and rust may remain. Contractor shall be responsible for erection and removal of all necessary scaffolding and removal completely from vessel and facility and proper disposal of any spent blasting grit and any other trash, debris or by-products generated.

7.13 After grit-blasting, sounding tubes, piping and striker plates within the tanks shall be inspected and a written report shall be delivered to COTR and Chief Engineer noting condition. Particular notice shall be given to blind sides of piping behind brackets and adjacent to tank internals for the presence of pitting and wastage. Assume for pricing purposes replacement of 20 feet of 2-inch steel piping.

7.14 Inspect tank ladders for condition of rails, rungs, stanchions and fasteners. Report findings to COTR along with any repair recommendations.

7.15 Inspect tanks for any areas of extreme corrosion or wastage. If any pitting is noted in tanks mark uniquely. If pitting is found to be 1/8 inch or deeper make special notation and provide COTR a report of findings. Pits over 1/8 inch deep will be clad welded under a separate item.

7.16 Note: Pits as described above may be suspected of being associated with microbial pitting and will be addressed as follows under a separate item. Pits shall be fully cleaned out via mechanical scaling. They shall be wiped clean with hypochlorite solution. After preparation and gas-freeing of adjacent spaces, they will be clad-welded and ground smooth. Coating of involved surfaces shall continue as per basic item.

7.17 Coat tanks in areas prepared above. Coating system shall be high solids epoxy of Ameron, International paints or other marad approved coatings equal to or better than as follows:

- " 1 full coat, Ameron Amercoat 240 series epoxy, red, MDFT 6.0 mils
- " 1 stripe coat, Ameron Amercoat 240 series epoxy, gray, MDFT 6.0 mils
- " 1 full coat, Ameron Amercoat240 series epoxy, gray, MDFT 6.0 mils

7.18 The coating system shall be in conformance with approved Marad coatings guidelines. Prior to the start of the work, the contractor shall obtain all pertinent manufacturer's coating application procedures and data sheets. A paint schedule showing the type of coating for each coating system in this specification shall be provided to the COTR. Dry film thickness (millage) may vary slightly between those specified herein. It is the intent that proper millage shall be applied in accordance with products technical direction.

7.19 In conjunction with the contractor's supervision, application of all coating will be accomplished under the direct supervision of the coating systems manufacturers representative and to the satisfaction of the owner's representative. No application of coatings is to be made until the prepared surfaces or previously coated surfaces are accepted as ready by the

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coating systems manufacturers representative and owner's representative. The contractor is to arrange an inspection by the coating systems manufacturers representative, COTR, 3rd party paint representative, Chief mate or Chief Engineer prior to the application of any of the specified coatings.

7.20 Contractor shall provide instruments during all phases of this item to insure dew point readings are monitored. Contractor shall maintain a logbook, which shall become the property of the Owner at redelivery of the vessel.

7.21 Temporarily blank, mask or plug any penetrations from work areas into ship (including but not limited to port-lights, windows, doors, manholes, scuttles, drains and vents), in order to prevent intrusion of any blasting abrasive, dirt, removed material or paint while abrasive grit blasting or spray painting is in progress and maintain such an envelope until completion of such work.

7.22 Prior to commencing work, contractor shall conduct a joint inspection with the Owners Representative and Contractor's representative to verify that proper protection of all areas of the vessel and proper masking of areas not to be coated, has been satisfactory accomplished

7.23 Upon completion of all work to the satisfaction of the COTR and Chief Mate and Chief Engineer, remove all equipment and materials, close up tank accesses with new gaskets, renewing any missing or damaged fasteners, and utilizing anti-seize. Leave all affected areas of the vessel as original. Any damage caused by ingress of grit, paint, or other contaminants shall be repaired/restored to satisfaction of COTR.

7.24 Contractor shall dispose of all coating debris, mud, scale, and waste generated in the course of blasting and cleaning operations in accordance with Federal, State, and local regulations as applicable.

6.0 NOTES

1.1 Drying times and re-coating times specified by the coating systems manufacturer shall be strictly adhered to.

1.2 Every precaution shall be taken to preclude dirt, mud or debris from entering interior areas of vessel. Any grit, mud or dirt that enters vessel shall be promptly and thoroughly removed and area cleaned.

1.3 Application instructions of the coating systems manufacturer and their representatives shall be explicitly adhered to. Coatings shall be completely mixed prior to and during application to ensure that all solids are in complete suspension. Particular care shall be given to ensure that 100 % solid coatings are continuously agitated during application to ensure proper suspension of solids.

1.4 Minimum dry film thickness (MDFT) shall be as designated in the appropriate coating schedules. This shall be confirmed by Elcometer thickness measuring instruments following each coating application.

7.0 DELIVERABLES

6.1 Two copies in binders of all logs and reports cited above required to perform work this item and MSDS for all materials supplied.

6.2 Two copies of a final typewritten report summarizing all work done this item including any required variance from the original specification. Report shall include separate sections for valve work and TLI calibration.

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CLIN 22 BLAST & COAT 5-65-01BALLAST TANK (OPTION ITEM)

1.0 ABSTRACT

The Contractor shall provide all labor, material and equipment to prepare and restore coatings to the 5-65-01 ballast tank.

2.0 REFERENCES

Marad coatings guidelines

Steel Structures Painting Council - Painting Manual, Vol. 1 & 2 (latest edition)

Valve actuator technical manual. Available on board.

3.0 ITEM LOCATION / DESCRIPTION

Item Location: ballast tank 5-65-01.

Item description: Prepare and restore coatings to ballast tank.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

None.

5.0 STATEMENT OF WORK

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- 7.1 All dimensions are estimated. Contractor is responsible for shipchecking and verifying dimensions prior to bid submission and notice to proceed.
- 7.2 Provide all labor, material and equipment to prepare and restore coatings to the 5-65-01 ballast tank and service the ballast valves and Tank Level Indicators for this tank.
- 7.3 Open and gas-free the ballast tank "Safe for men, safe for hot work." Remove both manhole covers from tank and provide safety bar at openings for entire period tank is opened. Tanks shall be maintained gas free for duration of work this item. Tanks will be flushed & pumped down to low suction by ship's crew prior to commencement of job. Contractor shall strip, muck and dry tanks using contractor furnished pumps and hoses. Maintain tanks gas free for duration of work this item.
- 7.4 While tanks are open for inspection and coating work, open, disassemble, service and inspect the 6-inch tank suction valve and associated reach-rod universal joints, linkages, and penetrations. These valves and reach-rods are located in the tanks. The actuators are mounted at the tank top on the main deck. Provide COTR with report of findings.
- 7.5 Lap and blue valve disc and seat, free up and lubricate joints and linkages, renew taper and shear pins and clean, grease and re-pack penetrations. When valve parts are ready for re-assembly provide to COTR and Chief Engineer for examination and acceptance. Special attention shall be paid to renewing taper and shear pins at universals and to freeing any sticking assemblies or overstressed joints.
- 7.6 Re-assemble valve and drive assembly after COTR acceptance. Hook reach-rod or valve stem back up to valve actuator and set limits and indicators according to valve manufacturers procedures. Lock all setscrews with locktite. Test and prove operation to satisfaction of COTR and Chief Engineer.
- 7.25 The Tank Level Indicator (TLI) system in the tank shall be inspected, tested, and calibrated by a service technician with at least 5 years experience working on Gems level sensor systems. Recommended local technician is Jim Waters of Marine Controls (415) 485-1045. If different vendor is proposed, provide name and resume of proposed technician to COTR for approval prior to commencing work this item. Provide Chief Engineer and COTR with a report of TLI condition, calibration and any additional recommendations.
- 7.7 When tank has been certified gas free, provide for preliminary inspection to COTR and Chief Mate or Chief Engineer.
- 7.8 Mask and protect all items in tanks which could be adversely effected by scale debris or water blasting. Items to be masked include (though not exclusively) electrical wiring, and TLI system components.
- 7.9 High pressure FW wash using a minimum of 2500 psi all surfaces of tank (including manhole covers) to remove salts, chlorides, loose and peeling coating and loose scale. Strip and dry tank in preparation for mechanical surface preparation.
- 7.10 Once all areas in any given tank have been water blasted, cleaned and areas of extreme corrosion identified, provide tank for examination by COTR and Chief Mate or Chief Engineer for verification of readiness.
- 7.11 Re-Mask and protect all items in tank which could be adversely effected by abrasive grit blasting. Items to be masked include (though not exclusively) electrical wiring, and TLI system components.
- 7.12 Using abrasive grit blast, brush-off or "sweep" blast tank internal surfaces including manhole covers to an SSPC-SP-(7) standard to remove all loose paint and surface contamination and to provide a profile for paint application. Tightly adhering coatings and scale and rust may remain. Contractor shall be responsible for erection and removal of all necessary scaffolding and removal completely from vessel and facility and proper disposal of any spent blasting grit and any other trash, debris or by-products generated.
- 7.13 After grit blasting, sounding tubes, piping and striker plates within the tanks shall be inspected and a written report shall be delivered to COTR and Chief Engineer noting condition. Particular notice shall be given to blind sides of piping

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behind brackets and adjacent to tank internals for the presence of pitting and wastage. Assume for pricing purposes replacement of 20 feet of 2-inch steel piping.

7.14 Inspect tank ladders for condition of rails, rungs, stanchions and fasteners. Report findings to COTR along with any repair recommendations.

7.15 Inspect tanks for any areas of extreme corrosion or wastage. If any pitting is noted in tanks mark uniquely. If pitting is found to be 1/8 inch or deeper make special notation and provide COTR a report of findings. Pits over 1/8 inch deep will be clad welded under a separate item.

7.16 Note: Pits as described above may be suspected of being associated with microbial pitting and will be addressed as follows under a separate item. Pits shall be fully cleaned out via mechanical scaling. They shall be wiped clean with hypochlorite solution. After preparation and gas-freeing of adjacent spaces, they will be clad-welded and ground smooth. Coating of involved surfaces shall continue as per basic item.

7.17 Coat tanks in areas prepared above. Coating system shall be high solids epoxy of Ameron, International paints or other marad approved coatings equal to or better than as follows:

- " 1 full coat, Ameron Amercoat 240 series epoxy, red, MDFT 6.0 mils
- " 1 stripe coat, Ameron Amercoat 240 series epoxy, gray, MDFT 6.0 mils
- " 1 full coat, Ameron Amercoat240 series epoxy, gray, MDFT 6.0 mils

7.18 The coating system shall be in conformance with approved Marad coatings guidelines. Prior to the start of the work, the contractor shall obtain all pertinent manufacturer's coating application procedures and data sheets. A paint schedule showing the type of coating for each coating system in this specification shall be provided to the COTR. Dry film thickness (millage) may vary slightly between those specified herein. It is the intent that proper millage shall be applied in accordance with products technical direction.

7.19 In conjunction with the contractor's supervision, application of all coating will be accomplished under the direct supervision of the coating systems manufacturers representative and to the satisfaction of the owner's representative. No application of coatings is to be made until the prepared surfaces or previously coated surfaces are accepted as ready by the coating systems manufacturers representative and owner's representative. The contractor is to arrange an inspection by the coating systems manufacturers representative, COTR and Chief mate or Chief Engineer prior to the application of any of the specified coatings.

7.20 Contractor shall provide instruments during all phases of this item to insure dew point readings are monitored. Contractor shall maintain a logbook, which shall become the property of the Owner at redelivery of the vessel.

7.21 Temporarily blank, mask or plug any penetrations from work areas into ship (including but not limited to port-lights, windows, doors, manholes, scuttles, drains and vents), in order to prevent intrusion of any blasting abrasive, dirt, removed material or paint while abrasive grit blasting or spray painting is in progress and maintain such an envelope until completion of such work.

7.22 Prior to commencing work, contractor shall conduct a joint inspection with the Owners Representative and Contractor's representative to verify that proper protection of all areas of the vessel and proper masking of areas not to be coated, has been satisfactory accomplished.

7.23 Upon completion of all work to the satisfaction of the COTR and Chief Mate or Chief Engineer, remove all equipment and materials, close up tank accesses with new gaskets, renewing any missing or damaged fasteners, and utilizing anti-seize. Leave all affected areas of the vessel as original. Any damage caused by ingress of grit, paint, or other contaminants shall be repaired/restored to satisfaction of COTR.

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7.24 Contractor shall dispose of all grit, scale, and waste generated in the course of blasting and cleaning operations in accordance with Federal, State, and local regulations as applicable.

5.0 NOTES

5.1 Drying times and re-coating times specified by the coating systems manufacturer shall be strictly adhered to.

5.2 Every precaution shall be taken to preclude dirt, mud or debris from entering interior areas of vessel. Any grit, mud or dirt that enters vessel shall be promptly and thoroughly removed and area cleaned.

5.3 Application instructions of the coating systems manufacturer and their representatives shall be explicitly adhered to. Coatings shall be completely mixed prior to and during application to ensure that all solids are in complete suspension. Particular care shall be given to ensure that high solids coatings are continuously agitated during application to ensure proper suspension of solids.

5.4 Minimum dry film thickness (MDFT) shall be as designated in the appropriate coating schedules. This shall be confirmed by Elcometer thickness measuring instruments following each coating application.

7.0 DELIVERABLES

6.1 Two copies in binders of all logs and reports cited above required to perform work this item and MSDS for all materials supplied.

6.2 Two copies of a final typewritten report summarizing all work done this item including any required variance from the original specification. Report shall include separate section for valve work and TLI calibration.

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CLIN 023 SLOP OIL REMOVAL

1.0 ABSTRACT

This item describes the removal of slop oil from the vessel and the mucking of the waste oil tank.

2.0 REFERENCES

Technical manual and drawings.

3.0 ITEM LOCATION / DESCRIPTION

Item Location: Waste oil tank and slop oil shore connection.

Item description: Provide services to receive slop oil from vessel and clean out waste oil tank.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

Ship's crew will operate and oversee vessel's waste oil pump transfer.

5.0 STATEMENT OF WORK

5.1 Supply all labor, equipment and materials to perform the following repairs and modifications.

5.2 Provide the services and equipment necessary for the over water transfer and disposal of 5,000 gallons of waste oil from the vessel.

5.3 Recent sample of the slops revealed 22 % water, 78 % oil. Bidders shall assume the fluids to be pumped are within 5 % of the above sampling.

5.4 Transfer and disposal shall meet the requirements of all regulatory bodies with jurisdiction at CMA pier.

5.5 Ship's crew will provide labor to operate ship's pumps and oversight to transfer as per vessel's oil transfer manual.

5.6 Provide all appropriate transfer receipts and manifests to Chief Engineer for retaining onboard for vessel's records. The manifest yellow copy should be retained by the transporter. This yellow copy shall later be forwarded to the MARADWR office with the signature of the disposal facility operator for tracking final disposal action and dispersing fees.

5.7 Once slops are removed from vessel, open both manholes of waste oil tank and gas-free safe for men. Provide blowers and lighting to enable complete stripping of fluids below suction and proceed with same.

5.8 Muck all sludge and debris from tank, paying particular attention to limber holes for sludge build-up and blockage.

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5.9 Clean and gas-free "safe for men, safe for hot work" the area of the tank near centerline in way of a previous steam heating coil repair. Repair via welded pipe and fittings the threaded pipe repair in this area. Coordinate with vessel's crew to test piping under operational pressure to ID failures and test repair.

5.10 Leave ready for sea.

6.0 NOTES

7.0 DELIVERABLES

All transfer receipts and manifests for Chief Engineer.

CLIN 024 JOINERY, HEAD DECK & SHOWER REPAIRS

1.0 ABSTRACT

This item describes the repair of cabin shower pans that have begun to detach from shower wall joinery and to facilitate increased drainage and upgrade of entire head deck as well as provision of new privacy screens for lower berthing heads. The decking system installed shall be the "phoenix" system made by American Hi-Tech Flooring Co or equal approved by COTR.

2.0 REFERENCES

Vessels blueprints, drawings, and materials specifications as required. All available on vessel

3.0 ITEM LOCATION/DESCRIPTION

3.1 Locations: 6 each 01, 02, & 03 deck stateroom heads in rooms 17, 27, 200/202, 211/213, 312, & 313 or as designated by Chief Engineer and COTR shall have shower pan and deck renewed. The EOS head and space 1-136-2 port side main deck head shall have their decks prepared and recoated.

3.2 Description: Renew decking and coving in way of shower and head spaces.

4.0 GOVERNMENT FURNISHED EQUIPMENT/MATERIAL/SERVICES None

5.0 STATEMENT OF WORK

2.1 Supply all labor, equipment and materials to perform the following repairs and modifications:

2.2 On the six (6) showers and heads designated by COTR perform the following:

2.3 In shower area of head, mechanically clean out and remove portions of shower pans where terrazzo has cracked and separated from shower stall. Remove as much material & rust as possible in areas where corrosion build-up is "prying" pan and stall apart. Provide both stalls and pans for inspection by COTR or Chief Engineer after cleaning.

2.4 Cut away all wasted steel and terrazzo material not bonded. Apply 30-year silicone or sekaflex caulk (or other suitable material proposed by contractor and approved by COTR) into cracks and gaps.

2.5 Entire surface of head deck shall be prepared to accept new coating system. Any rust or corrosion shall be mechanically scaled to SSPC-SP3 and surface coated with Corroseal.

2.6 Epoxy underlayment shall be used to build up bottom of shower such that an even, shallow slope from edge of pan to a 6-inch radius dished area in way of drain.

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2.7 Entire deck of head and shower pan shall be renewed with a seamless deck system of American Hi-tech flooring, Phoenix One-step or equal approved by COTR over existing decking. Shower area shall be covered up 12 inches and rest of head deck shall be covered up 6 inches. Color shall be as selected by COTR to match existing installations.

2.8 On 2 public head spaces, one in EOS and one at main deck port side, The decks and edges shall be prepared and have a minimum coat of new phoenix one-step or equal as per above guidance.

2.9 Clean areas, re-install all detached items and remove deck protection and masking. Leave work area for Chief Engineer/Chief Mate inspection to ascertain condition and cleanliness.

2.10 Upon satisfactory drain testing, leave ready for sea.

2.11 Provide new privacy screens for toilet spaces in 2nd deck heads for mass berthing. Screens shall be of approximately same dimensions as existing, be supplied with thumb latch privacy locks operable from inside and out, and be of stainless steel sheet metal construction.

SOW Revised per Amendment 0001 dated 12/07/10: CLIN 024 calls out for the contractor to provide new privacy screens for toilet spaces in the 2nd deck heads. The number of Stainless Steel Privacy Screens is corrected to 9 (Nine).

2.12 Deliver screens to Chief Mate at main deck hatch for ship's crew installation with contractor provided fasteners.

5.0 NOTES

7.0 DELIVERABLES

11.1 MSDS on flooring materials and Manufacturer's warranty information.

11.2 Data sheets on new privacy screens.

CLIN 025 VARIOUS REFRIGERATION REPAIRS UPGRADES

1.0 ABSTRACT

This item describes the removal of 2 obsolete R-12 condensing units 10 cubic foot units that fit under mess space counters along with service to the EOS A/C unit. The obsolete units shall be replaced with new R-135 condensing units.

1.0 REFERENCES

2.0 Technical manuals available onboard for EOS A/C

3.0 Foster dresser unit technical manual

4.0 ITEM LOCATION / DESCRIPTION

5.0 Item Location: Mess decks and EOS

6.0 Item Description: Service as per SOW.

7.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL/ SERVICES: None

8.0 STATEMENT OF WORK

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0.0.0 Provide all labor, materials, and services to perform the following. All dimensions are estimated. Contractor is responsible for ship checking and verifying dimensions prior to bid submission and notice to proceed

1.0.0 Provide the services of a certified refrigerant technician to oversee all work this item.

1.0 Contractor shall remove two obsolete condensing unit mounted below the mess deck dresser units in the upper class mess and under class mess areas (1-47-4 and 1-77-4).

0.0.0 Contractor shall be responsible for the electrical disconnect and reconnect of all equipment associated with this project.

1.0.0 Contractor shall be responsible for the removal of all refrigerant gases, oils, compressors, copper lines, fittings, and old electric wiring from removed units.

2.0.0 Contractor shall be responsible for the removal and re-installation of all interferences, brackets, wire hangers, panels, brackets, shelves and guards.

3.0.0 Contractor shall provide & install 2 new R-135 Condensing units of sufficient capacity for the refrigeration boxes.

4.0.0 New condensing units shall include new evaporators, fans, and have a timed defrost capability.

5.0.0 Each unit shall include a drip type evaporative drip pan for use during defrost.

6.0.0 Contractor shall also replace all existing door gaskets for the units.

5.2 REPAIR EOS A/C UNIT

0.0.0 Open, inspect and leak check the EOS a/c unit. The upper unit has lost charge.

1.0.0 Provide preliminary report to COTR and Chief Engineer of condition found.

2.0.0 Repair, purge and recharge unit and place back in service. Assume for estimating purposes the replacement of 3 feet of capillary tube to coil assembly.

6.0 NOTES: None

7.0 DELIVERABLES:

0.0 2 hard copies and electronic copies of Specification sheets and parts manuals for the two new condensing units.

1.0 EOS a/c condition found and final report

CLIN 026 LIFEBOAT DAVIT LIMIT SWITCHES

1.0 ABSTRACT

This item describes the removal and replacement of the Forward and Aft over-travel limit switches and wiring on the four (4) Open Lifeboat Davits

2.0 REFERENCES

Technical manuals available onboard

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3.0 ITEM LOCATION / DESCRIPTION

Item Location: 01 Weather Deck Port & Starboard Side - Between Frames 97 & 122

Item description: Lifeboat Davit & Winch
 Davit Model: 26-16 Gravity Davit
 Winch Model: BE 5.52 Winch

3.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

3.0 One (1) copy of Marine Safety Equipment Corp. drawing D3-D-845

4.0 STATEMENT OF WORK

4.0 Supply all labor, equipment and materials to perform the following repairs and modifications.

4.1 Detach eight (8) existing limit switches, hardware and brackets and turn over to Chief Engineer.

4.2 Install eight (8) new CRES brackets and hardware per drawing supplied in 4.1.

4.3 Install eight (8) new limit switches per drawing supplied in 4.1 with CRES hardware.

4.4 Remove and replace limit switch wiring (Approximately 65 feet per Davit / 260 feet total) replacing all hardware with CRES.

4.5 Install eight (8) suitable weather tight junction boxes at each limit switch.

4.6 Provide Chief Engineer with two (2) Spare Limit Switches.

4.7 Paint all disturbed areas to match existing paint scheme of the ship.

4.8 Leave ready-for-sea.

6.0 NOTES

7.0 DELIVERABLES

7.1 Spare limit switches as per SOW

CLIN 027 SANITARY PUMP SKID RECONFIGURATION AND PRESERVATION

1.0 ABSTRACT

This item describes the reconfiguration of the Sanitary Pump Skid, foundation preservation and the delivery of one new spare Sanitary Pump Motor.

2.0 REFERENCES

Technical manuals and drawings available on vessel.

3.0 ITEM LOCATION / DESCRIPTION

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3.1 Location: Engine Room, port side, 12 ft flat, frame 116

3.2 Description: reconfiguration of the Sanitary Pump Skid, foundation preservation and the delivery of one new spare Sanitary Pump Motor.

4.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

None.

5.0 STATEMENT OF WORK

5.9 Provide all labor, materials and services to perform the following. All dimensions are estimated. Contractor is responsible for ship-checking and verifying dimensions prior to bid submission and notice to proceed.

5.10 Contractor shall detach Sanitary Pumps, Motors and Pump Foundations.

5.11 Existing suction piping shall be removed to 4" flange at Fr. 115, deck level. Existing Discharge piping shall be removed to 2 1/2" flange at frame 118, 12" above deck. Existing Hydro-pneumatic Tank connection piping shall be removed back to a point convenient for later reconnection.

5.12 All existing pump foundation support structures and obsolete piping supports and control and gauge panel structure shall be removed from skid. All areas ground flush with skid top. All Gauges, Pressure Gauges, Pressure Switches and Start and Stop Switches shall be retained for reinstallation.

5.13 Pump foundations shall be grit blasted to an SSPC-SP 5/NACE No. 1 standard and Epoxy Polyester Powder Coated. The Powder Coating color shall be consistent with existing engine room equipment color scheme.

5.14 Entire Sanitary Skid support structure from horizontal top surface to tank tops shall be mechanically scaled to a SSPC-SP 3 Standard. The Bare metal shall then be sealed with Amerlock Sealer, followed by Amercoat 137 Epoxy Primer. An Epoxy Top Coat compatible with primer and consistent in color with existing bilge coatings shall be applied to all surfaces below horizontal top surface. The top horizontal surface shall receive an Epoxy Top Coat compatible with primer and consistent in color with existing engine room equipment color scheme. Each intermediate step from scaling to final coating shall be inspected by COTR or Chief Engineer prior to progressing to the next step.

5.15 Pump foundations shall be installed side by side and athwart-ship on forward end of skid, elevated 4" above skid surface with pump ends facing inboard.

5.16 Pumps and Motors shall be reinstalled on foundations. Pump and motor couplings shall be aligned using the Reverse Dial Indicator Method.

5.17 New suction and discharge piping shall be installed. The function of new piping shall be consistent with that of the original piping. The routing of new piping shall conform to good engineering practice and shall be agreed upon in consultation between COTR or Chief Engineer and contractor.

5.18 All new piping shall be 1 1/2" with reducers at 1" pump discharge flanges, original suction and discharge flanges and Hydro-pneumatic tank piping. As in existing design, 1 1/2" rubber flex joints shall be installed in each pumps suction and discharge piping.

SOW Revised per Amendment 0001 dated 12/07/10: CLIN 027 paragraph 5.18 calls out for the contractor to furnish and install rubber flex joints. The Rubber flex joints are available from:

Proco Products Inc.

2431 North Wigwam Dr. (95205)

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P.O. Box 590
Stockton CA, 95201
800-344-3246
www.procoproducts.com

5.19 Existing pump discharge check valves shall be reinstalled at pump discharge flanges. Flanges down stream of these check valves shall be stainless steel. Existing stainless steel flanges may be reused.

5.20 All four pump suction and discharge valves and the Hydro-pneumatic tank isolation valve shall be replaced with 1 ½" stainless steel ball valves of threaded or flanged construction.

5.21 Except where stipulated otherwise, all couplings shall be braze-on socket type. There shall be no threaded connections, unions or couplings

5.22 All existing pressure sensing tubing for pumps, all gauges and all pressure switches and transducers shall be replaced with tubing of stainless steel construction. All tubing shall have supports and stand-offs provided consistent with good engineering practice. All Sensing lines shall have stainless steel isolation valves.

5.23 Contractor shall manufacture new gauge and control panel using existing pressure switches, pressure transducer and gauges and Start and Stop Switches. New panel shall be mounted to skid inboard of Hydro-pneumatic Tank.

5.24 Contractor shall to provide one new spare motor equivalent to Reliance 7.5 HP, 440V, 8.9A, Model Number 06Y894002, 3535 RPM Frame L215T and turn over to Chief Engineer.

5.25 Unless otherwise specified, all renewed water piping shall be 90-10, copper-nickel. The copper-nickel fittings shall be a Sil-Braze type, compatible to 90-10 copper-nickel pipe. Piping shall be 150 class MIL T 164200 90-10 copper-nickel. Sil-Braze Fittings shall be MIL F 1183, 90-10 copper nickel. Flanges connected to Cu-Ni (copper-nickel) shall be 200 class MIL F 1183.

5.26 Reassemble system, pressure and operationally test for COTR.

6 NOTES

6.4 All braze materials and fluxes shall be compatible with materials being brazed.

6.5 All fluxes shall be compatible with filler and piping. Note: All excess flux shall be washed off completely at completion of repair.

6.6 All piping shall be properly supported where good engineering practice warrants. After completion of work contractor shall reinstall any and all interferences.

7.0 DELIVERABLES

7.1 Spare Motor as referenced above

CLIN 028A SUPPLEMENTAL WORK MANHOURS LABOR

Abstract: Provide labor hours and material for supplemental work.

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Reference: Solicitation Sections

Statement of Work:

Provide up to 500 supplemental man-hours.

CLIN 028B SUPPLEMENTAL WORK - MATERIAL

Abstract: Provide labor hours and material for supplemental work.

Reference: Solicitation Sections

Statement of Work:

Provide up to \$50,000 for material supplemental.

2 DEPT OF LABOR WAGE DETERMINATION - SOLANO COUNTY CA

WD 05-2069 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

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|
|

| Wage Determination No.: 2005-2069

Shirley F. Ebbesen Division of | Revision No.: 8
 Director Wage Determinations| Date Of Revision: 05/26/2009

State: California

THE COMPLETE WAGE DETERMINATION REFERENCED ABOVE CAN BE ACCESSED AT <http://www.wdol.gov/>

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

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

1. Click on Selecting SCA WDs
2. Use drop down arrows to select the locality applicable to the location of your dry dock; click on Continue
3. Answer No to the question, "Were these services previously performed at this locality under an SCA-Covered contract?"

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4. Answer No to the question, "Are the contract services to be performed listed below as Non-Standard Services?"
5. Click on Printer Friendly Version and print out the applicable wage determination.

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

3 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.212-02	Evaluation - Commercial Items	January 1999

4 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS MARCH 2009

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

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually

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severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the

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responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

5 ALTERATIONS TO FAR 52.212-04

CONTRACT TERMS & CONDITIONS - COMMERCIAL ITEMS

(ADD)

1252.223-71 ACCIDENT AND FIRE REPORTING

1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION

6	52.212-04 ALT I	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2008) - ALTERNATE I	OCTOBER 2008
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(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

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(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the

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Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payments. (1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

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(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

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- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-
 - (A) The original timecards (paper-based or electronic);
 - (B) The Contractor's timekeeping procedures;
 - (C) Contractor records that show the distribution of labor between jobs or contracts; and
 - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost-
 - (A) Any invoices or subcontract agreements substantiating material costs; and
 - (B) Any documents supporting payment of those invoices.
- (5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

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- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
 - (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
 - (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

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INVOICE SUBMISSION - MARAD DPO

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, with copy to MARADWRInvoices@dot.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

8	1252.232- 80	PROGRESS PAYMENTS UNDER COMMERCIAL SHIP REPAIR CONTRACTS	OCTOBER 2000
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(a) In order for a Contractor to be considered for payment of progress payments, the Contractor must request, in writing, within five (5) federal working days after contract award, the inclusion of progress payments in the contract awarded as a result of the individual solicitation. Written requests must be accompanied by an itemized breakdown of the contract price for performing each item of work, as identified by each principle category of work in the specification. The breakdown will include the prorated portion of contract price for (i) direct labor, (ii) material, (iii) overhead, and (iv) any amount included for contingencies and profit. If the Contractor does not provide an itemized breakdown, progress payments will not be authorized. The Contracting Officer has sole discretion for approving the itemized breakdown and subsequent authorization of progress payments. If authorized, the specific contract will be modified to incorporate progress payments. Progress payments may be unilaterally suspended if unsatisfactory contract performance occurs. In the event that progress payments are suspended, contract payments will be made under the provisions of FAR 52.232-1 Payments (APR 1984). Pursuant to FAR 52.232-1, partial payments will only be permitted on a Contract Line Item

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(CLIN) basis. To be considered for partial payment, the CLIN must be 100% complete and inspected and accepted by the Government.

(b) The Government shall pay the Contractor the contract price as provided in this contract.

(c) For contracts 30 days or less in duration, the Government will not make progress payments. For contracts more than 30 days in duration, the Government shall make progress payments monthly as the work proceeds, or at other intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer and up to a limit of 80 percent of the total contract price. The Contractor shall furnish a breakdown of the progress schedule and total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if -

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(d) Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that -

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(4) This certification and any resultant payment is not to be construed as final acceptance by the Government of work performed by any subcontractor or contractor under this contract.

(Name)

(Title)

(Date)

(e) If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall -

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- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in 31 U.S.C. 3903(c)(1)) equal to interest on the unearned amount from the date of receipt of the unearned amount until -
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.
- (3) Pay back to the Government the aggregate of the unearned amount immediately upon receipt of a written demand by the Contracting Officer.
- (f) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full.

When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds.

Also, on completion and acceptance of each separate division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(g) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as -

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.
- (h) In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (f) above shall not apply to that portion of progress payments attributable to bond premiums.

(i) The Government shall pay the amount due the Contractor under this contract after -

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

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(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.

(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;

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

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

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

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

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

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

(g) The Contractor shall, whenever practicable--

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

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

(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."

10 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

SEPTEMBE
R 2009

(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)).

(2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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(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:

[Contracting Officer shall check as appropriate.]

(1) 52.203-06, 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 (DEC 2008) (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) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

(6) 52.219-04, 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) 52.219-06, 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) 52.219-07 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.

(10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

(11)(i) 52.219-09, 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.

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___ (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).

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

X (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

X (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).

___ (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).

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

___ (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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (27) 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.)

X (28)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (30)(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 (31) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-03, 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.

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(33) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 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).

(35) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(36) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(37) 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)).

(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(42) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(43)(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.]

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

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

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

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (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 U.S.C. 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) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

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___ (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.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, 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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(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.).

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(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) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(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.

(End of Clause)

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 MCL.E-1 DELEGATION OF INSPECTION AND ACCEPTANCE

AUGUST
2005

MR. SUJIT MUKHERJEE IS DELIGATED AS THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE FOR THE ULTIMATE CONTRACT AWARDED. HE IS DELEGATED THE RESPONSIBILITY AND AUTHORITY TO CONDUCT INSPECTION AND ACCEPTANCE DUTIES FOR THE CONTRACT WHEN AWARDED.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.211-08 TIME OF DELIVERY

JUNE 1997

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

REQUIRED DELIVERY SCHEDULE

THE ESTIMATE PERFORMANCE PERIOD IS 90 DAYS FROM NOTICE TO PROCEED.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

[OFFEROR'S PROPOSED DELIVERY SCHEDULE]

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

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 MCL.G-2 SCHEDULES AND SCHEDULE UPDATES FOR SHIP REPAIR CONTRACTS AUGUST 2005

(a) The Contractor shall, within a period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer, with a copy to the COTR, for approval, an electronic copy or other format as directed by the Contracting Officer, a practicable, detailed schedule using appropriate project management software and technology, showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials and equipment). Format of the schedule and supporting information shall be in the electronic form and format directed by the Contracting Officer. The schedule shall include a summary in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a complete schedule package within the time prescribed, the Contracting Officer may withhold notice to proceed until the Contractor submits the required schedule.

(b) Periodically, with each invoice submitted, or at other intervals as directed by the Contracting Officer, the Contractor shall update the schedule showing the actual progress and estimated times and resources at completion compared with initial project elements. Failure to submit updated schedules with the invoice shall be grounds for the Contracting Officer's rejection of the entire invoice. The revised progress schedule information shall be delivered to the Contracting Officer in the format and at the times directed by the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the initial approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of facilities, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the required rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(d) The Contractor shall plan and schedule all Open, Inspect, and Report Items as required by the Specifications such that they are accomplished within the first 25% of the availability, unless otherwise agreed by the Contracting Officer.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MCL.H-10 SUPPLEMENTAL GROWTH REQUIREMENTS

**AUGUST
2005**

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.

H.2 MCL.H-11 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP

**AUGUST
2005**

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

H.3 MCL.H-12 MARITIME LIENS, NO AUTHORITY TO INCUR

**AUGUST
2005**

(a) The Contractor is an independent contractor and does not act as an agent for the Government, its agents, its vessels, servants, or employees.

(b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.

(c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well 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.

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

H.4 MCL.H-13 SUPERVISION

**AUGUST
2005**

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.

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H.5 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

AUGUST
2005

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

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) and material (in dollars) for such work in the Schedule (Section B of the solicitation under applicable supplemental work contract line item numbers (CLIN or CLINs)). The offeror shall specify an hourly composite billing rate in its bid or proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the applicable supplemental CLIN of the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; additional indirect charges for materials and subcontracts will not be allowed.

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

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

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

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

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

(5.) If the COTR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures

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contained in the Changes clause incorporated in the contract. Specifically, the Contracting Officer shall have the option of (i) directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

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

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

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

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

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

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

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

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

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

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

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

(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds _____. (Contracting Officer fills in amount up to \$5000.)

H.6 MCL.H-3 INDEMNITY AND INSURANCE

AUGUST
2005

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

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

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

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

H.7 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)

AUGUST
2005

(a) INDEMNITY

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

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or 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

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vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

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

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

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

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$5 million bodily injury by accident, each accident - \$5 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.

(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$5 million for each person per occurrence and \$5 million in the aggregate.

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$5 million combined single per occurrence limit for bodily injury and property damage and \$5 million in the aggregate.

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

(6) Pollution - sudden and accidental liability - \$5 Million per occurrence.

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(d) **FORM OF CONFIRMATION**

(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

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additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

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

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

H.8 MCL.H-6 STANDARDS OF EMPLOYEE CONDUCT

AUGUST
2005

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

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SECTION I -- CONTRACT CLAUSES

I.1 1252.217- GUARANTEE
70

MAY 2005

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

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

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

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

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

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

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

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

(End of clause)

I.2 1252.217- PERFORMANCE
72

OCTOBER
1994

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

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

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(c) The Contractor shall without charge,--

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

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

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

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

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

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

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

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

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

I.3 1252.217- SUBCONTRACTS
74

OCTOBER
1994

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

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

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

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

I.4 1252.217- TITLE
77

OCTOBER
1994

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(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.

I.5 1252.219- SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS JUNE 1997
70 SUBCONTRACTING REPORTING

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form 295 (SF-295)) to the Department of Transportation, Office of the Secretary, Office of Small and Disadvantaged Business Utilization (S-42), 400 7th St., SW, Washington, DC, 20590.

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

I.6 1252.223- REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES- DECEMBE
70 APPLICABLE LICENSES AND PERMITS R 1997

The Contractor certifies that it has ___ does not have ___ all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it must obtain all requisite licenses and permits within 15 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

I.7 1252.223- ACCIDENT AND FIRE REPORTING MAY 2005
71

(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:

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ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing, within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _ is, _ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I.10 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

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