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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SUPPLIES OR SERVICES

The Contractor shall furnish all supplies and services in accordance with the terms and conditions set forth in this Contract.

B.2 CONTRACT TYPE SUMMARY

This Contract is a Firm-Fixed Price (FFP) Contract and effective for the period stated in Section F - "Deliveries or Performance". The Maritime Administration (MARAD) also referenced in this Contract as the "Government", intends to pay a fixed price amount for the radiological and environmental characterization of the Nuclear Ship (NS) *Savannah*. Prices are found in Section A - "Solicitation Contract Form". The Service Contract Act applies to this contract and wage determination Number 1994-2543 Rev 36 dated 11/10/2004 applies and is incorporated by reference.

B.3 PRICE CONSIDERATIONS

The following are the price considerations:

- Radiological Characterization of controlled-spaces per unsolicited proposal: \$339,500.00
- Rigging Assessment per unsolicited proposal: \$21,000.00
- Environmental sampling as modified by Contractor letter: \$30,000.00
- Radiological Control Plan (update Health Physics Manual): \$24,750.00
- D&D Contractor Meeting & Site Visit Support: \$23,500.00
- Miscellaneous or supplemental requirements not associated with requirements above stated: \$11,250.00

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DESCRIPTION

This Contract is awarded pursuant to acceptance of the Offeror's unsolicited proposal dated May 11, 2004. The unsolicited proposal is incorporated into the Contract by reference. The proposal calls for a radiological and environmental hazard characterization program of the radiological spaces to document the location and extent of radiological and environmentally hazardous materials aboard the Nuclear Ship (NS) SAVANNAH preceding the decommissioning effort. While most of the radiological information was well documented approximately 25 years ago, it must be reestablished in order to obtain meaningful bids from others for the upcoming decommissioning effort. More than 70% of the cost of decommissioning will be directly or indirectly associated with the removal, management and disposal of the radioactive waste aboard the vessel.

C.2 TECHNICAL APPROACH

C.2.a. The Contractor (herein referred to as "WPI") shall perform the radiological and environmental hazards characterization program of the radiological spaces in sufficient detail for decommissioning contractors to respond to a request for proposal. It is important to note that this is a different (more abbreviated) scope than the final survey, which will be performed in preparation for the NRC license termination after decommissioning. In this case, only the locations and equipment that are expected to be radioactive or contain radioactive materials will be surveyed in depth to determine the extent of radioactive materials present and the type of materials. The remaining areas (principally aft of the engine room, forward of the reactor compartment and in the mid-ship house and public areas) will be surveyed less rigorously to confirm that no radioactive materials reside in those locations.

C.2.b. The NS SAVANNAH radiological and environmental hazards characterization program of the radiological spaces is a phased project. The initial phase will be for WPI to prepare a characterization plan that defines the base parameters (which may be changed due to field conditions) of the characterization. This is generally prepared in terms of the numbers, types and locations of samples, and the quantification of the materials in the areas (WPI will use an activity/area/volume approach, as described later).

C.2.c. The second phase will implement the approved characterization plan. The characterization plan and the subsequent sample collection/analysis will include:

1. Hazardous materials (PCBs, lead, mercury, asbestos, etc), which impact the decommissioning activities and/or downstream waste management, will be qualified during this phase. Environmentally hazardous materials will be surveyed and identified if they are in the radiological spaces. This will include switches, light ballasts, transformers, hydraulic oils, diesel fuel, electrical cable, insulation and paint as well as surfaces in these areas repainted after construction of the vessel.
2. The containment vessel structures, internal and external steel structures may contain trace amounts of radioactivity due to activation from exposure to neutron radiation during operation. WPI will obtain and analyze samples of the structural metal.
3. The containment vessel rests on a support frame in a concrete shield lined on the inside with a painted carbon steel plate liner. This concrete shield provided radiation shielding and impact protection in a collision in operation. While there should be no contamination or induced activity in the concrete behind the liner, that fact must be proven. For example, WPI can drill through the liner at strategic points with a hole saw and core bore the concrete with a magnetic base core boring machine to obtain appropriate samples to be evaluated. Again, Contractor will rehabilitate the concrete wall with grout and place a 6" by 6" gasketed plate over each drill site.
4. The steam plant (secondary side) will be characterized by opening the condenser near the steam jet air ejector (SJAЕ) and the steam generator steam and mud drums on one side.
5. There are several specific points that will be investigated such as the inside surfaces of the primary system (by removing a flanged relief valve on the pressurizer and/or opening the tube side of one steam generator or removing the jumper pipe in the letdown cooling system). Other systems will be opened as necessary by removing valve bonnets, heat exchanger manways, pipe

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flanges, etc. to gain access and samples. All systems openings will be restored. Inner bottom tanks in the reactor area and forward in the engine room, under the charge pump rooms, will be opened and surveyed. Air handling systems (shutdown and in use) will be opened and investigated.

C.2.d. In addition to the above characterization, WPI will perform the following to gain additional insights into the reactor vessel, internals and neutron shield tank characterization and classification determination.

1. The reactor vessel and its internals have been characterized by WPI based on existing materials, operating data and the latest analytical means approved by the NRC. The results meet the waste acceptance criteria (WAC) for the Barnwell disposal site. The value in obtaining additional data is solely to reduce the total previously calculated radionuclide inventory assumed to be in the vessel package. This is accomplished by obtaining better information (direct dose rates from the reactor vessel exterior and representative primary system crud or solids from attached piping), which can be extrapolated to the entire vessel interior and internals surfaces. The reactor vessel will not be opened during the characterization effort. It is important to note that each curie assumed to be buried as part of the assumptions, will cost MARAD more than \$350.00 in curie surcharges, and has an affect on the design weight of the package, which involves yet another additional surcharge at Barnwell and also greater costs for transportation to Barnwell. WPI will take the steps necessary to reduce these inventories, weights and their resulting surcharges to the extent possible and credible. The levels and location of contaminated surfaces will be assessed by taking scraping samples and by direct instrument measurement. WPI does not intend on opening the reactor vessel. The sampling of the CRUD for contamination determination purposes may be accomplished by obtaining representative CRUD samples in piping that is attached to the reactor vessel (e.g. letdown piping or primary coolant piping)."

2. One other important source of reactor vessel condition confirmatory data will be available and taken advantage of during the characterization program. That is the direct dose rate on the vessel outside wall at the core mid-plane elevation. The NS SAVANNAH is similar to other pressurized water reactors in that the power level detectors are/were external to the reactor vessel. The detectors have been removed from the NS SAVANNAH and the detector tubes can be accessed to gain valuable reactor vessel mid-plane gamma dose rate information.

C.2.e. As a final step, WPI will review all data obtained, develop and assure that the final NS SAVANNAH Pre-Decommissioning Characterization Report will be a stand alone document that will enable decommissioning bidders to obtain valuable (to MARAD in the end) decommissioning cost reduction knowledge.

C.2.f. WPI will present and discuss the final report with potential bidders for the decommissioning contract if requested to do so by MARAD.

C.2.g. The Contractor will perform the collection and gathering representative samples for the environmental characterization of the non-radiological spaces on the vessel. This scope does not include any analysis of the samples by the Contractor. The environmental characterization of the non-radiological spaces are to be divided into several sites. These shall include cargo holds 5 and 6 (except the forward sampling area and hold 5 hot chemistry lab and the Fo'c'sle chain locker); the engine room and the house containing the staterooms, public areas (mezzanine deck, dining room/kitchen, upper passenger decks, etc.), crew and officers berthing areas and the bridge and ship management areas. Most of these areas shall be surveyed and the quantity of reportable materials assessed. The engine room may require more time than the rest of the shipboard non-radiological areas.

C.2.h. MARAD will inform NSNRC of the characterization program prior to start of operations aboard the vessel. WPI will draft the notification to the USNRC for MARAD and support MARAD at a meeting with the agency (and other agencies if necessary) as part of this project.

C.3 PERSONNEL SAFETY, HABITABILITY AND SHIPBOARD OPERATIONS

C.3.a. WPI wil implement the Preliminary Accident Prevention and Health and Safety Plan that has already been prepared and submitted to the COTR. This plan establishes comprehensive procedures for all feasible issues associated with the project. All actions undertaken as part of this Contract will be completed in a manner consistent with the plan.

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C.3.b. WPI shall make the job site suitable for employees of either gender. Suitable clothing and a reasonable decorum will be required of all employees. Dedicated privacy facilities will be provided for female workers. No smoking, chewing tobacco or snuff, or other lighted smoking materials will be permitted aboard the vessel. Matches and lighters will not be permitted aboard the vessel.

C.3.c. WPI shall insure all employees will comply fully with the JRRF requirements regarding alcohol consumption and drugs or illegal substances. Alcohol and illegal substance consumption is forbidden at the work site. Violation of these requirements will result in immediate removal from the job site.

C.3.d. Personnel safety aboard the vessel will be assured by adhering strictly to the JRRF regulations concerning movement and work aboard the vessel, by additional restrictions as set forth in the Preliminary Accident Prevention and Health and Safety Plan prepared by WPI. The Health and Safety Plan that was prepared by WPI for the project will be supplemented with plans prepared by subcontractors (if required), and all personnel will be indoctrinated into the work requirements prior to being authorized to work.

C.3.e. WPI will also be responsible for employee adherence to the Fort Eustis traffic and other safety requirements when on the base's roadways, and will not go to unauthorized areas of the base.

C.3.f. Non-working and non-MARAD/JRRF authorized visitors to the NS SAVANNAH will be discouraged. When visitors are aboard the vessel, they will be escorted at all times, will wear the proper equipment, and if work activities conflict with the visitors dress or safety gear, work in the area will be terminated until the visitors leave the area. MARAD Guided tours of the vessel which are part of the pre-bid process for the decommissioning will be conducted by the WPI staff on a restricted number of visitors per WPI employee as set forth by JRRF. Such tours will be structured to assure that everyone has the same level of access to facilities and information.

C.3.g. No open fires, burning or welding will be performed aboard the NS SAVANNAH. If openings are tack welded shut as found, they will be ground off to gain access and the re-closure mechanism will be a mechanical means, such as disturbing the threads on a stud or bolt, or drilling a padlock hole in a long stud.

C.3.h. The NS SAVANNAH is not habitable on a long-term basis and no one will be aboard overnight or in severe weather conditions. The Government will provide a gravity fed washing facility and emergency shower and used for the duration of the characterization will be provided and kept filled with water by the JRRF staff.

C.3.i. JRRF may inspect the vessel periodically and perform safety inspections as the Government requires.

C.3.j. Both a man's and woman's chemical toilet will be provided and maintained aboard the NS SAVANNAH by the JRRF staff, as will fire extinguishers, portable radios, injured personnel evacuation Gurney, life vests, and emergency flashlights. WPI will provide all other safety gear.

C.3.k. The ship will be secured at the end of each day in a manner consistent with the Technical Specifications, USNRC license, and JRRF requirements.

C.3.l. No Self Contained Breathing Apparatus (SCBA) accesses will be permitted in closed spaces, and no SCBA gear will be aboard the vessel during the characterization program.

C.3.m. WPI will supply all tools and equipment necessary to perform the characterization program. The tools will be loaded on the vessel in a small trailer, which will be placed on the foredeck, starboard side, of the vessel. The trailer will be lockable.

C.3.n. With the exception of a few sheets of ½" plywood, a dozen 2 by 4's, by 8 feet and consumable rags and paper, no flammable materials, gas, or other fuels will be brought aboard. Flammable liquids (paint spray cans or other small quantities, if used) will be kept in a fire resistant storage locker. All flammable non-radioactive trash will be packaged and hauled by JRRF on their normal cycle.

C.3.o. Work will be performed in accordance with the NS SAVANNAH license issued by the NRC. MARAD JRRF is responsible for supplying the program and equipment to implement their radiation safety program. MARAD Office of Ship Operations has supplied to the Contractor the most recent NS SAVANNAH Health Physics Manual. The Contractor will update those portions and procedures contained in the manual that are specifically relevant to the characterization project as per item 4 of B.3.

C.3.p. Eating aboard is necessary but will be strictly regulated as to location, and no one will eat anything inside of any area known or suspected to contain radioactive materials. WPI will supply unlimited bottled water and/or water substitutes such as Gatorade for employees and authorized visitors.

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C.3.q. Miscellaneous but key "shipboard rules" shall be observed by Contracted personnel.

1. No one except JRRF personnel will be permitted to close breakers on electrical equipment.
2. No source of running or gravity fed water is to be taken into the upper control area/reactor compartment.
3. No one is to be working alone on the vessel.
4. No one is to throw anything overboard into the James River under any circumstances.
5. No one is to linger unnecessarily near the weather deck railings
6. No one is to be near the railing without wearing a life jacket.

C.3.r. Water necessary for coolant in the core boring operations in the lower reactor compartment will be carried into the work location in 5 gallon closed cans.

C.4 RADIOACTIVE WASTE MANAGEMENT

All of the disposable clothing, tape, plastic sheeting, samples, and other materials used in the radiological areas are to be assumed to be contaminated. As such, they will be packed in 55-gallon drums, clearly marked, and left aboard in a secure area (for the decommissioning contractor to deal with). Any water used in the core boring operation, and all residues from the core boring operations will be mixed with cement in 55-gallon drums and left to set. All drums will be surveyed, marked and documented. Radioactive waste generation shall be kept to a minimum.

All anti-contamination clothing used will be disposable such as Tyvec hooded suits.

C.5 RADIOLOGICAL CHARACTERIZATION OPERATIONS

Characterization operations are described in terms of the planning, characterization-sampling program, laboratory operations (aboard ship and at contract laboratories), project shipboard closeout, and condition reporting.

C.5.a.Characterization Planning

C.5.a.1. The characterization program will be planned and work activity scheduled to limit the time required aboard the vessel. If possible (consistent with the job, the work will proceed on the basis of five (5) eight (8) hour work days per week, with Saturdays (if the JRRF is working) for overtime as necessary to maintain the schedule.

C.5.a.2. WPI management will conduct weekly schedule and progress review meetings and both MARAD and MARAD/JRRF personnel are invited. Issues will be dealt with immediately.

C.5.a.3. WPI has predicted the number of radiological samples that will be taken by area aboard the vessel as depicted below. This number can be assumed to be the minimum number of samples and it will be expanded by up to 10% per specific area if necessary.

C.5.a.4. Non-radiological and uncontaminated areas:

See Page 11 of 15 of referenced Unsolicited Proposal.

C.5.a.5. Radiological and contaminated areas - reactor vessel space and irradiated metal areas (except for the reactor vessel, internals and neutron shield tank, including the secondary steam system):

See Page 11 and 12 of 15 of referenced Unsolicited Proposal.

C.5.a.6. In addition to the above radiological sampling program, WPI will sample and determine the status of non-contaminated systems in potentially contaminated areas. In addition, WPI will quantify all potentially contaminated hazardous waste streams in these areas as well.

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C.5.b. Characterization Operations

C.5.b.1. Characterization operations will be conducted in a programmed manner and performed on an area basis. While the number, type, and location of samples to be taken will be predicted, the area sampling can be modified to meet the program requirements of providing a comprehensive listing of the radiological and environmentally hazardous materials aboard the vessel. Characterization operations will include the collection and analysis of the samples identified in the characterization plan.

C.5.b.2. Collected samples will be processed aboard ship in a dedicated area set up for radiological analysis. Suitable hand-held and stationary detectors will be used to determine dose levels of all samples collected. Samples requiring isotopic identification (such as samples taken from the interior surface of the primary loop system) will be analyzed aboard ship using a portable energy spectrometer. Laboratory facilities ashore will be used only for verification of selected samples with multiple isotopic content.

C.5.b.3. All samples will be kept aboard the vessel unless specifically authorized for off site transport by JRRF and the proper Fort Eustis authorities. At the end of the characterization program, all samples aboard the vessel will be placed in the waste drums and the temporary laboratory facilities closed, cleaned and surveyed. Any remaining suspect liquids will also be solidified with cement in drums.

C.5.b.4 WPI will oversee laboratory operations, and the laboratory operating procedures and results will be maintained under the WPI QA program. The Government shall be provided a copy of the WPI QA program upon the Government's written request to WPI.

C.5.b.5 .Offsite facility processing of samples will be performed under the facility's QA program that will be controlled under the WPI program.

C.5.c. Shipboard Project Closeout

C.5.c.1. The project will close out in an orderly manner with the ship being left in an as-found condition and inspected by JRRF and WPI management. All materials brought aboard to conduct the program will be taken ashore or will be placed in drums for future processing. All systems openings will be restored, all spaces will be relocked and the containment will be sealed. A final cleanup survey will be conducted in all used and accessible areas. All WPI tools and equipment removed from the ship will be surveyed and free released.

C.5.c.2 Any NS SAVANNAH Emergency Radiological Assistance Team (SERAT) equipment used in the characterization program will be replaced or refurbished by and at the cost of WPI.

C.5.c.3. WPI will be reimbursed for any material, equipment or tooling that becomes contaminated and cannot be free released by normal means. This material, equipment or tooling will become the property of MARAD and handled/disposed of in accordance with the NS SAVANNAH license. WPI shall be required to exercise all reasonable caution and effort to avoid contamination of the equipment and to make all reasonable effort to clean such equipment before determining that it cannot be free released. Paragraph B.3, Price Considerations - Miscellaneous or supplemental requirements not associated with requirements above stated not to exceed price of \$11,250.00 has appropriated funds for reimbursement.

C.5.d. Condition Reporting

A final report will be prepared which details the radiological and hazardous materials conditions aboard the ship from the reactor to the decks. The draft report is to be provided to the Government within 20 calendar days after completion of the project. The final characterization report will be delivered to the COTR within 10 calendar days of receipt of MARAD comments on the draft. The reactor vessel and neutron shield tank removal report will be delivered to the COTR in draft within 30 calendar days of the completion of the characterization project and the final report being delivered within 20 days of receipt of MARAD comments. The NS SAVANNAH Radiological and Non-Radiological Materials Condition Report will serve as a valuable tool for decommissioning bidders to decide on technical approaches for the removal and disposal of the radioactive and environmentally hazardous material aboard the vessel. The report will include all sample results and will be prepared under the WPI QA program.

C.6 PROJECT TEAM

The NS SAVANNAH characterization project team will consist of:

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R. Jon Stouky, Project Manager & WPI Leader - reports to MARAD
 John W. Bowen, Project Engineer
 Richard Ranellone, Nuclear Engineer-
 William Frantz, Possible Lead Technician
 Loman Scott, Possible Lead Technician
 Mr. Franco Godoy, environmental sampling and assessment
 Mr. Robert Pennock, radiological operations, laboratory operations, and radiological sampling
 Patsy Hosner, QA Manager will oversee Quality Assurance (of the data management and instrument calibration).

WPI will provide ongoing characterization data (hard and electronic copy, if available) to the COTR on a schedule to be agreed between WPI and the COTR. Any electronic copy will be provided using MS Office products or may be provided as searchable *.PDF files.

C.7 QUALITY ASSURANCE

WPI will develop a Quality Assurance Project Plan (QAPP) for the characterization project. The COTR will approve the QAPP prior to delivery of the characterization equipment to the vessel.

MARAD Office of Ship Operations has previously reviewed, accepted and approved WPI's NRC-approved QA Plan from which the QAPP will be developed.

C.8 SCHEDULE

The schedule for completion of the NS *Savannah* shall not exceed 140 calendar days from Contract effective date. Contract effective date is **February 21, 2005**.

Milestones and schedule of project shall be provided by WPI to the MARAD Program Manager not later than three (3) days after Contract Effective date unless otherwise authorized by the Contracting Officer. Schedule shall be developed using MS PROJECT and electronically provided to the MARAD Program Manager (email or CD-ROM). Format and milestones shall reflect ID numbers, Task Names and Duration elements from Exhibit 2 - Schedule in referenced unsolicited proposal.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.arnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.arnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

F.2 LIST OF DELIVERABLES

Following are the deliverables required under this Contract. This list is not intended to be inclusive of all reporting requirements and does not include those reports that may be required from other Federal, State or local regulatory agencies. Changes to this listing will be accomplished by contract modification.

All days are calendar days unless otherwise expressed.

Paragraph	Deliverable	Due Date	To
C.8	Milestone & Project Schedule	3 days past effective date	CO
H.2	Insurance Policy Certificates	10 days past effective date	CO
C.5.d.	Condition (Final) Report Completion	20 days after characterization	COTR
Proposal	Characterization Plan	35 days past effective date	COTR
Proposal	Characterization Report	140 days after effective date	COTR

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract shall not exceed 12 months from the Contract Effective Date.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 POINTS OF CONTACT

Procuring Contracting Officer:
(PCO)

Mr. Richard R. Sallee
U.S. Department of Transportation
Maritime Administration
Office of Acquisition, MAR-380
400 7th Street, S.W., RM 7310
Washington, DC 20590
Email Address: Richard.Sallee@marad.dot.gov

Voice: 202-366-2006

All correspondence shall be directed to the Contracting Officer unless otherwise stated in the Contract.

Contracting Officer's Technical Representative:
(COTR)

Mr. Erhard Koehler
United States Department of Transportation
Maritime Administration
Office of Ship Operations, MAR-610
400 7th Street, S.W., RM 2115
Washington, DC 20590
Email Address: Erhard.Koehler@marad.dot.gov
Voice: 202-366-2631

The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such responsibilities as may be specified in the Contract.

The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR will be promptly provided to the Contractor by the Contracting Officer in writing.

The Contractor's Primary Point of Contact shall be:

Mr. R. Jon Stouky
11 South 12th Street, Suite 202
Richmond, VA 23219
Email: Jon_Stouky@wpi.biz or jstouky@aol.com
Voice: 804-938-1261

G.2 INVOICE REQUIREMENTS

A proper invoice must meet the criteria established in the Federal Acquisition Regulation 32.905(b). The content of a proper invoice includes:

- Name and address of Contractor
- Invoice date and invoice number
- Contract Number
- Description, quantity, unit of measure, unit price and extended price of supplies delivered or services rendered.
- Shipping and payment terms

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- Name & address of contractor official to whom payment is to be sent - same as in contract or notice of assignment
- Name, title, phone number and mailing address of person to notify in the event of a defective invoice
- Taxpayer Identification Number

Submitted along with invoices should be any required supporting documentation.

Invoices shall be submitted in an original and one (1) copy to:

Department of Transportation
Maritime Administration
Division of Accounting Operations, MAR-333
400 7th Street, S.W., Room 7325
Washington, DC 20590

Failure to submit invoices to the proper office may cause unnecessary payment delay. Emailing an advance copy to the COTR is authorized but the accounting office will only pay from an original, proper invoice.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor submitted an unsolicited proposal (incorporated into the Contract). The Statement of Work (Section C, Descriptions and Specifications) was substantially written from the unsolicited proposal along with further comments provided by the Contractor. The Contractor stated in the unsolicited proposal in Section 1.0, Introduction and Summary that "if awarded this work, will not bid on the NS SAVANNAH general decommissioning project, although we will bid on a staff supplemental support contract if such a contract is solicited by MARAD to provide general technical support to MARAD on an as-needed basis."

The Contractor shall be excluded, as a prime or as a sub-contractor, from the general decommissioning project for the NS SAVANNAH except in the event MARAD requires contractor staff support to MARAD for general (advisory) technical support.

H.2 SUBSTITUTION OF KEY PERSONNEL

The Contractor agrees that a partial basis for award of this Contract is the list of key personnel in the unsolicited proposal. Accordingly, the Contractor agrees to assign to this Contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the Contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days in advance of the substitution. Such notification shall include: (1) explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable her/him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

Key personnel for the Contractor are R.Jon Stouky, Project Manager/WPI Leader and John W. Bowen, Project Engineer.

H.3 INDEMNITY, LIABILITY AND INSURANCE

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work site, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment. (1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to--

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontractors; or

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(C) Workmanship, materials, or equipment which does not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of--

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a codefendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$5,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provision of this paragraph (b).

(c) Indemnification. The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor, or its agents or employees, or any subcontractor, or its agents or employees. The burden of proving freedom of fault shall be borne by the Contractor.

(1) Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents, the Contractor's shall be held harmless for physical damage to the vessel under this contract. As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor shall defend, indemnify and hold harmless the Government, the vessel, its owners and characters, 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, it agencies or employees shall be borne by the Contractor. 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 or 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 the MARAD in all matters the 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, it agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this contract and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) Insurance. (1) The Contractor shall, at its own expense, obtain and maintain the following insurance--

(i) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability, contractual liability and bodily injury in the amount of \$5 million combined single occurrence limit nad \$5 million in the aggregate.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work is established at that rate determined as the minimum for the state where performance occurs (in this case, Virginia).

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(iii) Employer's liability to cover both injury and death resulting from accident, sickness or disease; \$5million bodily injury by accident, each accident, \$5 million injury by disease each incident, \$5 million bodily injury by disease in the aggregate.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) The Contractor shall provide the Contracting Officer evidence of the insurance required by paragraph (d) of this clause within 10 calendar days of Contract effective date. All insurance shall be subject to the approval of the Director, Office of Subsidy and Insurance, Maritime Administration and must contain a thirty (30) day notice advance notice of cancellation (without disclaimer) or of any nonrenewable which is the option of the insurer.

(4) All policies shall contain a clause statement that there is no recourse against the United States of America for payment of premiums.

(5) The insurance policies will contain a minimum of thirty (30) days advance notice of cancellation or any non-renewal which is the option of the insurer. Said notice of such cancellation or non-renewal is to be provided to the MARAD Division of Marine Insurance addressed as:

Department of Transportation
Maritime Administration
Division of Marine Insurance, RM 8117
400 7th Street, S.W.
Washington, DC 20590

(6) On all policies listed, The United States of America is to be shown as an additional assured except under the workers compensation policy.

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

(e) The Contractor shall not make any allowance in the contract price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payments, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any right of the Government, either--

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

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(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of this contract.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) Decide that the loss or damage shall not be replaced or repaired and in that event, the Contracting Officer shall--

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the un-replaced or un-repaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this contract.

H.4 1252.223- ENVIRONMENTAL CONCERNS/ASBESTOS FEBRUARY 2000
82 RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND
PETROLEUM PRODUCTS: ENVIRONMENTAL
COMPLIANCE

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

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

- (1) Occupational Safety and Health Administration (OSHA):
 - Title 29, CFR, Section 1910, Occupational Safety and Health Standards
 - Title 29, CFR, Part 1915, Occupational Safety and Health Standards for Shipyards Employment
 - Title 29, CFR, Part 1926, Safety and Health Regulations for Construction
 - Title 29, CFR, Section 1910.1200 Hazard Communication

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Federal Register, dated June 20 and October 17, 1986, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rule. (29 CFR Parts 1910 and 1926)

(2) Environmental Protection Agency (EPA)

Title 40 CFR Part 61, Subparts A and M (revised Subpart B) National Emission Standard for Hazardous Air Pollutants (Asbestos) and Part 763 Asbestos.

Title 40 CFR Part 63, National Emission Standard for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)

(3) Maritime Administration (MARAD)

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

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

Maritime Administration,

Office of Management Services, MAR-310

400 Seventh Street, SW., Room 7225

Washington, D.C. 20590

ATTN.: Safety Officer.

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

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

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

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,

Part 50, National Primary and Secondary Ambient Air Quality Standards

Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)

Part 82, Protection of Stratospheric Ozone

Part 110, Discharge of Oil

Part 112, Oil Pollution Prevention

Part 117, Determination of Reportable Quantities for Hazardous Substances

Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System

Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System

Part 261, Identification and Listing of Hazardous Waste

Part 262, Standards Applicable to Generators of Hazardous Waste

Part 279, Standards for the Management of Used Oil

Part 300, National Oil and Hazardous Substance Pollution Contingency Plan

Part 302, Designation, Reportable Quantities, and Notification

Part 355, Emergency Planning and Notification

Part 370, Hazardous Chemical Reporting: Community Right-to-Know

Part 372, Toxic Chemical Release: Community Right-to-Know

Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions

Part 763, Asbestos

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2. COAST GUARD (USCG) TITLE 33 CFR,
 Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
 Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
 Part 156, Oil and Hazardous Material Transfer Operations

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,
 Part 1910, Occupational Safety and Health Standards
 Part 1915, Occupational Safety And Health Standards for Shipyard employment
 Part 1926, Occupational Safety and Health Regulations for Construction

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

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

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

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

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

ENVIRONMENTAL MANAGEMENT PLAN - JRRF Plan

The Contractor shall perform under the James River Reserve Fleet Environmental Management Plan.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.arnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	October 2003
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	January 2005
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.223-03 Alt I	Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I	July 1995
52.223-05 Alt. I	Pollution Prevention and Right-to-Know Information (Aug 2003) - Alternate I	August 2003
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	December 2003
52.228-05	Insurance - Work On A Government Installation	January 1997
52.229-03	Federal, State And Local Taxes	April 2003
52.232-08	Discounts For Prompt Payment	February 2002
52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor	October 2003

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	Registration	
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity Of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	April 1984
52.245-02 Alt I	Government Property (Fixed-Price Contracts) (May 2004) - Alternate I	April 1984
52.245-19	Government Property Furnished "As Is"	April 1984
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.253-01	Computer Generated Forms	January 1991
52.244-06	Subcontracts for Commercial Items	December 2004
52.203-03	Gratuities	April 1984
52.219-08	Utilization of Small Business Concerns	May 2004
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.232-17	Interest	June 1996
52.244-05	Competition In Subcontracting	December 1996

I.2 52.232-01 PAYMENTS

APRIL 1984

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

The Government agrees to pay the vendor twice monthly in arrears until the Contract is completed. The actual performance period is anticipated to be twenty (20) weeks therefore the Contractor may submit no more than ten (10) invoices throughout the life of the Contract unless the Contracting Officer expressly modifies this clause to allow a greater number. No more than eighty-five percent (85%) of the Contract price shall be liquidated before final payment is made to the Contractor. The remaining fifteen (15%), or unliquidated Contract price amount, whichever is greater, shall not be paid until such time as all deliverables have been accepted by the Government.

I.3 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES

APRIL 1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

This Contract contains no clause deviations.

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I.4 1252.217- DEPARTMENT OF LABOR SAFETY AND HEALTH OCTOBER 1994
80 REGULATIONS FOR SHIP REPAIRING

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

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

I.5 52.223-07 NOTICE OF RADIOACTIVE MATERIALS JANUARY 1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, _____ days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

[] The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.6 1252.223- REMOVAL OR DISPOSAL OF HAZARDOUS DECEMBER 1997
70 SUBSTANCES-APPLICABLE LICENSES AND PERMITS

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

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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 1252.242- CONTRACTING OFFICER'S TECHNICAL OCTOBER 1994
73 REPRESENTATIVE

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

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