

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

1. REQUISITION NUMBER PRCR1000186		PAGE 1 OF 10	
2. CONTRACT NO. DTMA3C10008	3. AWARD/EFFECTIVE DATE DATE 6/15/2010	4. ORDER NUMBER	5. SOLICITATION NUMBER DTMA3B10001/0001
7. FOR SOLICITATION INFORMATION CALL: a. NAME Aline Smith		b. TELEPHONE NUMBER (No collect calls) (504) 218-6522 ext.	8. OFFER DUE DATE/ LOCAL TIME 06/04/2010 12:00 am

9. ISSUED BY DOT/Maritime Administration, DGO Acquisition 500 Poydras Street, Room 1223 New Orleans, LA 70130-3394 TEL: (504) 589-2000 ext. FAX: () - ext.	CODE 00093	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00% FOR: <input checked="" type="checkbox"/> SMALL BUSINESS EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS 9(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: SIZE STANDARD: 751-1,000
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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 <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

15. DELIVER TO DOT/Maritime Administration, DGO Ship Ops - Beaumont Field Office 550 Fannin Street, Suite 1320 Beaumont, TX 77701 Attn: Michael Luzinski	CODE 00093	16. ADMINISTERED BY DOT/Maritime Administration, DGO Acquisition 500 Poydras Street, Room 1223 New Orleans, LA 70130-3394	CODE 00093
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17a. CONTRACTOR/OFFEROR Malin International Ship Repair & Drydock Inc 320 77TH STREET GALVESTON, TX 77554-9038 TELEPHONE NO.(409) 740-3314 ext.	CODE m	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA. Oklahoma City MARAD A/P Branch, AMZ-150; PO Box 25710 Oklahoma City, OK 73125	CODE
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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
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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	25. TOTAL AWARD AMOUNT (For Govt Use Only) \$ 483,701.00
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> 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. OFFER DATED _____ 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 <i>Michael McFarlane</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Aline Smith</i>
30b. NAME AND TITLE OF SIGNER (Type or print) Michael McFarlane <i>Estimator/Contracts Admin</i>	31b. NAME OF CONTRACTING OFFICER (Type or print) Aline Smith
30c. DATE SIGNED <i>6/9/2010</i>	31c. DATE SIGNED <i>6/15/2010</i>

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 DTMA3C10008	Title CAPE GIBSON SS FY10 REP PKG	Page 3 of 10
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Total Funding: \$483,701.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR	1	20		SML107	0000	16	0000		
Division	Closed FYs		Cancelled Fund								
25427	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	HAZARDOUS WASTE MANAGEMENT		1.00	JOB	\$40,000.000	\$ 40,000.00
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(06/16/2010 to 08/31/2010)

See attached General Conditions and Specifications .

Ref Req No: PRCR1000186

Funding Information:

2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$40,000.00

0002	ENTRY AND WORK IN CONFINED SPACES		1.00	JOB	\$4,500.000	\$ 4,500.00
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(06/16/2010 to 08/31/2010)

See attached General Conditions and Specifications .

Funding Information:

2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$4,500.00

0003	GENERAL HOUSEKEEPING		1.00	JOB	\$3,250.000	\$ 3,250.00
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(06/16/2010 to 08/31/2010)

See attached General Conditions and Specifications .

Funding Information:

2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$3,250.00

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Total Funding: \$483,701.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR	1	20		SML107	0000	16	0000		
Division	Closed FYs		Cancelled Fund								
25427	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0004	REPAIR #3 SALT WATER SERVICE PUMP	(06/16/2010 to 08/31/2010)	1.00	JOB	\$8,957.000	\$ 8,957.00
See attached General Conditions and Specifications .						

Funding Information:
 2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
 25427 - 6100 - 6600 -
 \$8,957.00

0005	REPAIR EMERGENCY FIRE PUMP	(06/16/2010 to 08/31/2010)	1.00	JOB	\$6,751.000	\$ 6,751.00
See attached General Conditions and Specifications .						

Funding Information:
 2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
 25427 - 6100 - 6600 -
 \$6,751.00

0006	REPAIR AFT CONTAMINATED EVAP FEED PUMP	(06/16/2010 to 08/31/2010)	1.00	JOB	\$14,327.000	\$ 14,327.00
See attached General Conditions and Specifications .						

Funding Information:
 2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
 25427 - 6100 - 6600 -
 \$14,327.00

Line Item Summary	Document Number DTMA3C10008	Title CAPE GIBSON SS FY10 REP PKG	Page 5 of 10
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Total Funding: \$483,701.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR	1	20		SML107	0000	16	0000		
Division	Closed FYs		Cancelled Fund								
25427	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0007	SERVICE (3) ATLAS AIR COMPRESSORS	(06/16/2010 to 08/31/2010)	1.00	JOB	\$12,337.000	\$ 12,337.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$12,337.00

0008	SERVICE (1) KEASLER AIR COMPRESSOR	(06/16/2010 to 08/31/2010)	1.00	JOB	\$4,500.000	\$ 4,500.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$4,500.00

0009	REPAIR HI/LOW TEMP BRINE MIXING VALVES	(06/16/2010 to 08/31/2010)	1.00	JOB	\$7,800.000	\$ 7,800.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$7,800.00

Line Item Summary	Document Number DTMA3C10008	Title CAPE GIBSON SS FY10 REP PKG	Page 6 of 10
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Total Funding: \$483,701.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR	1	20		SML107	0000	16	0000		
Division	Closed FYs		Cancelled Fund								
25427	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0010	CALIBRATE MAIN FUEL OIL METER		1.00	JOB	\$3,127.000	\$ 3,127.00
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(06/16/2010 to 08/31/2010)

See attached General Conditions and Specifications .

Funding Information:

2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$3,127.00

0011	CALIBRATE OILY WATER SEPARATOR CONTENT METER		1.00	JOB	\$3,229.000	\$ 3,229.00
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(06/16/2010 to 08/31/2010)

See attached General Conditions and Specifications .

Funding Information:

2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$3,229.00

0012	REPAIR GAUGE GLASS ON DEAERATOR FEED TANK		1.00	JOB	\$6,759.000	\$ 6,759.00
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(06/16/2010 to 08/31/2010)

See attached General Conditions and Specifications .

Funding Information:

2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$6,759.00

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Total Funding: \$483,701.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR	1	20		SML107	0000	16	0000		
Division	Closed FYs		Cancelled Fund								
25427	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0013	INSTALL NEW ELECTRIC MOTOR HEATER CONTROLS	(06/16/2010 to 08/31/2010)	1.00	JOB	\$37,528.000	\$ 37,528.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$37,528.00

0014	REPAIR LAGGING AND INSULATION	(06/16/2010 to 08/31/2010)	1.00	JOB	\$19,221.000	\$ 19,221.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$19,221.00

0015	REPAIR STEERING GEAR SYSTEM	(06/16/2010 to 08/31/2010)	1.00	JOB	\$13,225.000	\$ 13,225.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$13,225.00

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Total Funding: \$483,701.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR	1	20		SML107	0000	16	0000		
Division	Closed FYs		Cancelled Fund								
25427	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0016	WEIGHT TEST ACCOMMODATION LADDERS	(06/16/2010 to 08/31/2010)	1.00	JOB	\$2,751.000	\$ 2,751.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$2,751.00

0017	UPGRADE GMDSS	(06/16/2010 to 08/31/2010)	1.00	JOB	\$90,217.000	\$ 90,217.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$90,217.00

0018	REPAIR FAST RESCUE BOAT ENGINE	(06/16/2010 to 08/31/2010)	1.00	JOB	\$6,517.000	\$ 6,517.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$6,517.00

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Total Funding: \$483,701.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR	1	20		SML107	0000	16	0000		
Division	Closed FYs		Cancelled Fund								
25427	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0019	REPLACE OUTBOARD MOTOR ON OIL BOOM SKIFF	(06/16/2010 to 08/31/2010)	1.00	JOB	\$15,327.000	\$ 15,327.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$15,327.00

0020	REPLACE RADARS	(06/16/2010 to 08/31/2010)	1.00	JOB	\$76,157.000	\$ 76,157.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$76,157.00

0021	REPLACE MOORING LINES	(06/16/2010 to 08/31/2010)	1.00	JOB	\$17,221.000	\$ 17,221.00
See attached General Conditions and Specifications .						

Funding Information:
2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
25427 - 6100 - 6600 -
\$17,221.00

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Total Funding: \$483,701.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR	1	20		SML107	0000	16	0000		
Division	Closed FYs		Cancelled Fund								
25427	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0022	SUPPLEMENTAL LABOR		750.00	MH	\$60.000	\$ 45,000.00
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(06/16/2010 to 08/31/2010)

See attached General Conditions and Specifications .

Funding Information:

2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
 25427 - 6100 - 6600 -
 \$45,000.00

0023	SUPPLEMENTAL MATERIALS		1.00	LOT	\$45,000.000	\$ 45,000.00
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(06/16/2010 to 08/31/2010)

See attached General Conditions and Specifications .

Funding Information:

2010 - - X1750 - SMR - 1 - 20 - - SML107 - 0000 - 16 - 0000 - - -
 25427 - 6100 - 6600 -
 \$45,000.00

Total Cost: \$483,701.00

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COMMERCIAL CLAUSES

1 DOT ORDER 3902.10 "TEXT MESSAGING WHILE DRIVING"

Executive Order 13513 of October 1, 2009

Federal Leadership On Reducing Text Messaging While Driving

By the authority vested in me as President by the Constitution and the laws of the United States of America, including section 7902(c) of title 5, United States Code, and the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 101 et seq., and in order to demonstrate Federal leadership in improving safety on our roads and highways and to enhance the efficiency of Federal contracting, it is hereby ordered as follows:

Section 1. Policy. With nearly 3 million civilian employees, the Federal Government can and should demonstrate leadership in reducing the dangers of text messaging while driving. Recent deadly crashes involving drivers distracted by text messaging while behind the wheel highlight a growing danger on our roads. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. Every day, Federal employees drive Government-owned, Government-leased, or Government-rented vehicles (collectively, GOV) or privately-owned vehicles (POV) on official Government business, and some Federal employees use Government-supplied electronic devices to text or e-mail while driving. A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for State and local governments, private employers, and individual drivers. Extending this policy to cover Federal contractors is designed to promote economy and efficiency in Federal procurement. Federal contractors and contractor employees who refrain from the unsafe practice of text messaging while driving in connection with Government business are less likely to experience disruptions to their operations that would adversely impact Federal procurement.

Sec. 2. Text Messaging While Driving by Federal Employees. Federal employees shall not engage in text messaging (a) when driving GOV, or when driving POV while on official Government business, or (b) when using electronic equipment supplied by the Government while driving.

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Sec. 3. Scope of Order. (a) All agencies of the executive branch are directed to take appropriate action within the scope of their existing programs to further the policies of this order and to implement section 2 of this order. This includes, but is not limited to, considering new rules and programs, and reevaluating existing programs to prohibit text messaging while driving, and conducting education, awareness, and other outreach for Federal employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the agency's text messaging policy while off duty.

(b) Within 90 days of the date of this order, each agency is directed, consistent with all applicable laws and regulations: (i) to take appropriate measures to implement this order, (ii) to adopt measures to ensure compliance with section 2 of this order, including through appropriate disciplinary actions, and (iii) to notify the Secretary of Transportation of the measures it undertakes hereunder.

(c) Agency heads may exempt from the requirements of this order, in whole or in part, certain employees, devices, or vehicles in their respective

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agencies that are engaged in or used for protective, law enforcement, or national security responsibilities or on the basis of other emergency conditions.

Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, shall encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

Sec. 5. Coordination. The Secretary of Transportation, in consultation with the Administrator of General Services and the Director of the Office of Personnel Management, shall provide leadership and guidance to the heads of executive branch agencies to assist them with any action pursuant to this order.

Sec. 6. Definitions.

(a) The term "agency" as used in this order means an executive agency, as

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defined in 5 U.S.C. 105, except for the Government Accountability Office.

(b) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(c) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Sec. 7. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect or alter:

(i) Authority granted by law or Executive Order to an agency, or the head thereof;

(ii) Powers and duties of the heads of the various departments and agencies pursuant to the Highway Safety Act of 1966, as amended, 23 U.S.C. 402 and 403, section 19 of the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 668, sections 7901 and 7902 of title 5, United States Code, or the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 101 et seq.;

(iii) Rights, duties, or procedures under the National Labor Relations Act, 29 U.S.C. 151 et seq.; or

(iv) Functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

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(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(Presidential Sig.)

THE WHITE HOUSE,

October 1, 2009.

[FR Doc. E9-24203
Filed 10-5-09; 8:45 am]

Billing code 3195-W9-P

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(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."

3	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 (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

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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 -

- (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.

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(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).

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

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Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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(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 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.

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(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 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS** **APRIL 2010**

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (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)

(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.]

X (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]

X (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.

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- ___ (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.
- ___ (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).
- _X_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- _ _ (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) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (27)(i) 52.223-09, 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)).
- ___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___(29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___(ii) Alternate I (DEC 2007) of 52.223-16.

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___ (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (31)(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.

___ (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

___ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

___ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

___ (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) [Reserved]

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

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

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

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

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

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

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(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

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

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 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.2 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.
- (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.

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

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

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

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

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

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

H.3 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.

H.4 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

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supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.) (3.) through (c.) (6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

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

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

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

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connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.

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

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

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

(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.5 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.6 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

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damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

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

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

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

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

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

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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
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

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

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

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

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

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

ENVIRONMENTAL MANAGEMENT PLAN

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

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

H.8 WAGE RATES

The applicable Service Contract Act Wage Determination for this solicitation can be downloaded from the following web address:
<http://www.wdol.gov/wdol/scafiles/std/05-2515.txt>

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

Clause	Title	Date
1252.217-70	Guarantee	May 2005

**I.2 1252.223- ACCIDENT AND FIRE REPORTING
71**

MAY 2005

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

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

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

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

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

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

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

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

(End of clause)

**I.3 1252.223- SEAT BELT USE POLICIES AND PROGRAMS
73**

APRIL 2005

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I.4 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE OCTOBER 1994

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

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

I.5 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION JANUARY 2009

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements. (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

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- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
- (1) Is for— (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

(End of clause)

I.6 52.243-01 CHANGES--FIXED PRICE (AUG 1987) - ALTERNATE I
ALT I

APRIL 1984

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

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).

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(3) Place of performance of the services.

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

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

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

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

I.7 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUAR
Y 1998

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>

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GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR REPAIRS AND RENEWALS

TO THE

STEAM SHIP“CAPE GIBSON”

THESE SPECIFICATIONS are for the repairs and renewals to the Steam ship “CAPE GIBSON”.

It is understood by the Contractor that the work herein specified is to be carried out expeditiously in a good and workmanlike manner and completed in all respects, leaving the vessel ready for sea; that material and workmanship used must be of the best quality throughout; that Contractor furnished material must generally conform in size, quality and details to those originally in the vessel; that repairs must, in every respect, be made under the supervision and entire satisfaction of the attending MARAD Surveyor (or his Designated Representative) and the Representatives of the Regulatory Bodies.

For the purpose of this Contract Mr. Michael Luzinski will act as the MARAD Surveyor and where the phrase(s) MARAD Surveyor’s Designated Representative or MARAD’s Designated Representative appear in this Specification, and any ensuing Contract, the Contractor shall consider Mr. Luzinski as the person or party assigned the authority and responsibilities inherent therein relative to Contract oversight and acceptance of service, equipment or materials supplied under this Contract. Contract changes or modifications impacting the Contract financially or effecting the time of performance must be negotiated directly with the MARAD Surveyor.

It is further understood by the Contractor that all materials requiring tests shall be tested in accordance with the rules of the United States Coast Guard, The American Bureau of Shipping, and other applicable Bodies and must meet their requirements and that all costs for tests and inspections must be borne by the Contractor.

If any dispute or difference shall arise relating to or concerning these Specifications or the meaning thereof, the Contractor shall perform the disputed work in accordance with the written directions of the MARAD Surveyor without prejudice to the rights of the parties and specifically without prejudice to the rights of the Contractor for reimbursement.

Additional costs such as staging, man lifts, crane service, transportation, portable fire extinguishers, fire watches, removal and replacement of interferences, and daily removal of

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all debris caused by the work, etc. required to complete any work as described herein, shall be included in the item quotations forwarded in response to this specification.

Should the Contractor require the removal of any parts of the vessel or fittings, engines, turbines, boilers, fuel oil, stores, outfit, etc., the cost of such removal is to be borne by the Contractor and all such removals must be subsequently replaced and any damage resulting there from is to be made good by the Contractor at his expense. Should the Contractor require the removal of dirt, debris, etc., the Contractor shall remove same from the vessel at his expense.

All scrap and Contractor furnished surplus material occasioned by the repairs shall become the property of the Contractor unless otherwise specified herewith. Any value the Contractor anticipates receiving as a result of disposal of scrap or surplus materials shall inure to the benefit of the vessel's owner through reduced pricing for the respective item(s). Such value shall be considered reflected in the pricing originally submitted by the Contractor in response to this solicitation. Notwithstanding the foregoing, pumps, turbines, motors and other machinery are to remain the sole property of the Government.

Whenever possible the Contractor shall supply U. S. materials, components, and domestic end products. Non-U. S. items can only be supplied when U. S. equivalent is not available and prior approval from the MARAD Surveyor has been received in writing. Major systems can not be purchased from foreign firms without receipt of a waiver from the Maritime Administration.

Any internal parts specified to be renewed which can be restored to their original condition by fairing, etc., also any parts specified to be removed for fairing which can be faired in place to the satisfaction of the MARAD Surveyor and the Regulatory Bodies will be accepted; on the other hand, any parts broken in removal, or fairing shall be renewed or replaced by the Contractor at his expense.

The Contractor is to fully protect the vessel and MARAD against any claims for injury to workmen and third parties, also for any damage done to the vessel, her machinery, or fittings while the vessel is undergoing repairs. Prior to the awarding of contract, documentation proving the following minimum coverages shall be provided for MARAD's approval:

TYPES OF INSURANCE	MINIMUM COVERAGE REQUIREMENTS
Workman'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

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TYPES OF INSURANCE (continued)	MINIMUM COVERAGE REQUIREMENTS
Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness and disease	\$5 million for each person per occurrence and \$5 million in the aggregate
Comprehensive General Liability to include coverage for (but limited to) products and completed operations liability, property damage liability and contractual liability	\$5 million combined single per occurrence limit for bodily injury and \$5 million in the aggregate
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
Pollution - sudden and accidental liability	\$5 million per occurrence
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

The Pollution Policy may be a separate policy, but the coverage must be specially shown on the required confirmation of insurance. All policies shall contain a clause statement that there is no recourse against MARAD or the United States of America for payment of premiums for CGL, SPLL, or Pollution Coverage. Should this contract require towing of the vessel, the towing contractor/subcontractor shall have and maintain total towing liability insurance coverage specifically for all liabilities of hull and machinery, protection and indemnities for the full value of the vessel.

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 Maritime Administration, Hale Boggs Building, 500 Poydras Street, Suite 1223, New Orleans, LA 70130-3396. On all policies; the Maritime Administration is to be shown as the primary assured at the address listed above.

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Any particulars in the Specification for the work involved are given for the guidance of the Contractor, who is however, to take his own particulars and dimensions, and to be responsible for same, as the intent of these Specifications are to renew and restore the vessel generally and specifically insofar as damage is concerned; and to repair the vessel in accordance with the attached Specification.

Each day, at a mutually agreed time, the representative of the Contractor shall meet with the MARAD Designated Representative and his staff on board, or as otherwise agreed, to present a status report and a working plan for the next 24 hours.

The Contractor shall have one Ship Manager in charge of all work and this Manager is only to attend this unit.

No tanks, machinery, or equipment, opened up for repair or other purposes are to be boxed up or closed until inspection and acceptance by the MARAD Surveyor or his delegate.

All work specified hereafter shall be inspected and approved by the MARAD Surveyor or the person he authorizes.

The MARAD Surveyor may add, cancel, or modify individual Specification items in writing as may be required. Any changes to bid prices and time to do the work shall be pursued expeditiously and presented to the MARAD designated representative within 6 hours of notification of change. Such changes shall be agreed in writing by the Contractor and MARAD designated representative prior to undertaking the modification. Such agreement shall specifically set forth the change, if any, in the completion of the hereunder.

MARAD reserves the right to perform normal overhauls, repairs, and maintenance throughout the vessel by using their own crews, while the vessel is at the Texas A&M Maritime Academy facility located in Galveston, Texas.

MARAD reserves the right to engage sub-contractors to perform work, furnish services and/or materials not covered by the specifications. The Contractor shall permit employees of such sub-contractors access to the vessel for such purpose.

It is understood that time is of the essence in pursuing the repairs specified herein. Should MARAD wish to expedite the work through the use of overtime, the MARAD Surveyor shall issue such request in writing to the Contractor as an additional item.

As a condition precedent to any payment to the Contractor, the Contractor shall furnish documentation indicating that the vessel is free of any and all liens (including maritime liens), charges, encumbrances, and claims arising out of the work.

Should MARAD within ninety (90) days of the vessel's departure from the Contractor's premises, advise the Contractor in writing of any failure to conform to the standards of the trade and all applicable Regulatory Bodies or defective material or workmanship provided by the Contractor in performance of the work required by the Specification, that was

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discovered within sixty (60) days of the vessel's departure from the Contractor's premises, such defects shall be corrected by the Contractor at his expense, if practicable, otherwise by MARAD at the Contractor's expenses.

All quotations must include Contractor's time line schedule (Gantt chart) of production and repair activities stating number of days required to complete all items as listed in the proposed work specification. A work planning chart including the number of planned shifts per day as well as the daily manning per specification item to accomplish this work must be supplied. A detail of man-hour billing rates for straight time, overtime and shift differentials is to be provided based on skilled and unskilled trades as well as any other specialized trades considered applicable for the items included in this Specification. Saturday, Sunday and Holiday rates are also to be included.

All bids timely received shall be evaluated to determine best value for the Owner. Award shall be on this best value basis as determined by MARAD. In this regard, the following is a partial, though not all inclusive, listing of the criteria MARAD may consider in choosing a Contractor:

- the extended total of the quoted prices as found on the Contractor's tender
- the completeness of the tender
- the past performances of the Contractor
- the total value of the final product
- the time quoted for completion of items included in the Specification
- the timeliness of responses to pricing and clarification requests
- any alternative proposals submitted by offerors

MARAD reserves the right to require bid, payment, or performance bonds in instances where, in the judgment of MARAD Management, circumstances exist that would justify the requiring of such bonds.

SPECIAL NOTE: The Contractor must furnish individual costs in the tender for each work item contained in the attached specification. Additionally, the Contractor must advise of any anticipated Holidays occurring during the expected contract period.

Invoicing and Payments: Any goods or services provided as a result of a contract resulting from this solicitation are subject to acceptance by the Marad Surveyor or his Designated Representative. As a condition of payment the Contractor must provide proof of receipt and acceptance of the goods, or services provided. Such proof shall be in the form of the MARAD Surveyor's (or his Designated Representative's) signature affixed to the original invoice, acknowledging receipt and acceptance, as well as the agreed amount payable. No invoice shall be considered proper, until such acceptance is received, and the original invoice is forwarded by the Contractor to MARAD's New Orleans office. All invoices must provide line item detail in order to be considered proper supports.

Progress payments may be considered if so requested by the Contractor. Such request must accompany the Contractor's response to this solicitation. Because of the time-value of

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money, any request for progress payments may be considered an element of the best value determination. Should the Contractor request progress payments, such payments will only be considered for contracts with a performance period in excess of 30 days, and progress payments shall be requested no more frequently than once every 30 days. The amount of any progress payments shall be based solely upon the physical percentage of completion of the contract on a line item by line item basis, as mutually agreed by the MARAD Surveyor and the Contractor. All progress payment invoices are subject to the requirements detailed in the paragraph above, and must include a line item by line item summary of percentage completed signed by the MARAD Surveyor and the Contractor.

Ten percent (10%) retainage shall be withheld from all invoices paid under this contract until such time as the contract is considered complete and closed, at which time the Contractor as part of his final invoice can invoice for the retained balance. A contract shall not be considered complete and closed until all goods and services have been received and accepted, all deliverables and reports required by the contract have been received and accepted, and any/all disputes arising out of this contract have been resolved and agreed.

Notice of General Precaution

Contractor shall provide continuously adequate protection of the work, Government property, and adjacent property, and take all necessary precautions to free the work place from recognized hazards which are likely to cause death, illness, or injury to persons or damage to the property.

The Contractor shall cause all its employees, subcontractors, agents, and others under the contractor's control entering the vessel to perform the work in connection therewith, to comply with all applicable health, safety, labor and environmental laws, ordinances, rules and regulations. This shall include, but not be limited to, applicable standards of United States, the United States Coast Guard, Local and Municipal Authorities and The U.S. Department of Transportation. It should be noted that the vessel in question is a Public Vessel, therefore in addition to normal commercial practices, the Contractor must attest to its compliance with the Federal Acquisition Regulations Flow Down Clauses.

The Maritime Administration shall not be required to police contractors to comply with any of the fire, health, safety, labor or environmental rules, laws, regulations, or orders generally referred to herein and shall not establish or confirm any regulations or orders. The Maritime Administration does however reserve the right to bring to the attention of the contractor issues related to apparent failure to comply with any such fire, health, safety, labor or environmental rules, laws, regulations, or orders generally referred to herein, and the contractor must take immediate action to correct, or respond to such issues as appropriate.

The safe, proper, and lawful handling, storage, removal and disposal of hazardous material and asbestos, as well as hazardous, regulated or special waste is the responsibility of the Contractor. The Contractor must determine for itself whether work specified in this specification requires the removing, storage, handling, or disposal of hazardous material, special, regulated or hazardous waste and include the price in the proposal. The Contractor

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shall be considered the generator and shall provide the Surveyor (*COTR*) all documentation pertaining to the sampling, analysis, and disposal of all wastes generated during this contract.

All confined spaces, tanks, vessels, strainers, etc., with limited natural ventilation are to be provided with forced ventilation prior to entry. These spaces must be certified Safe for Workers by the marine chemist before entry. If hot work is to be performed, the marine chemist shall certify that the space is "Safe For Hot Work" as covered elsewhere in this specification.

Contractor shall furnish and maintain sufficient temporary lights to ensure the affected spaces are adequately lit providing a safe effective working environment.

DEFINITIONS:

The following terms shall have meanings as listed below throughout the General Conditions and the Specifications for activation, repairs, and renewals to the Steam ship 'CAPE GIBSON';

- "AS ORIGINAL" means a condition meeting the original system and manufacturer's design.
- "AS APPROVED" or "TO THE APPROVAL" or "FOR APPROVAL" or "AS DIRECTED" or "AS REQUIRED" are used without further qualification, indicating the decision of the MARAD Surveyor is required. Where an item is required to be submitted for approval, work shall not proceed until notification of approval is received. In the event the item is not approved, rationale will be provided and work shall not proceed until a satisfactory and mutually agreeable resolution has been resubmitted and approved.
- "CFE" and "CFM" identify Contractor Furnished Equipment and Material and are used interchangeably.
- "CONTRACTOR" identifies the shipyard or topside repair company holding the prime contract for the work supplied in this Specification.
- "DETACH" or "DISCONNECT" mean to disconnect all attachments to the unit to enable the unit to be moved. All attachment points shall be tagged, identified, blanked, and protected to facilitate reinstallation. Work items do not necessary identify interferences and the Contractor is responsible for the identification and resolution of interferences affecting a detachment and subsequent movement.
- "GOOD MARINE PRACTICE" means construction to soundly conceived and engineered detailed working plans, prepared by the Contractor, incorporating the specified components and utilizing recognized shipbuilding construction and testing methods to ensure that the completed ship conforms to specification requirements. Inspection by the MARAD Surveyor is for the purpose of verifying the proper function of the Contractor's quality assurance measures and is not considered a substitute for in-process control of quality by the Contractor.
- "GFE" or "GFM" identify Government Furnished Equipment and Material and are used interchangeably.

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- “GOVERNMENT” or “MARAD” means the U. S. Government, including the U. S. Maritime Administration or its authorized representative.
- “INSTALL” or “EXTEND” or “MODIFY” mean that the Contractor shall provide the piece of equipment, material or system to be installed and shall provide the materials, structural supports and labor to attach, connect and test the equipment or systems to effect a finished fully operational installation complete in all aspects.

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

Work items do not necessarily identify interferences and the Contractor is responsible for the identification and resolution of interferences affecting the installation by temporarily removing, reinstalling, or relocating interferences. The Contractor shall temporarily remove, permanently relocate, alter, and reroute all interferences, including but not limited to ductwork, piping, wireways, fixtures, insulation, joiner linings, equipment, furniture, etc. to facilitate fully operational installations and modifications covered by this Specification. In the event that piping, ductwork, equipment, joiner linings, etc., must be temporarily removed to facilitate new or modified work, the Contractor shall subsequently reinstall same in an “as original” condition.

- “INTERFERENCE” means that a pipe system, ductwork, equipment, joiner bulkhead or lining, wireway, structural member, access opening, or other object(s), equipment, system, or components that must be removed and reinstalled, relocated, modified, or designed around to facilitate the repair, or installation of new or modified equipment or systems.
- “LABOR AND MATERIALS” means labor, material, plant facilities, supervision, services, equipment, and all other resources required to accomplish the specified work.
- “MANIFESTS” are the official shipping document forms originated and signed by the generators, transporters, and operators of the hazardous waste disposal facility as required by Federal, State, and Local Authorities.
- “MODIFY” means to provide materials, services, and labor to change or alter the item or system resulting in a finished and fully operational modified installation complete in all respects. The term “MODIFY” implicitly includes all requirements of “REMOVE AND INSTALL”.
- “OFE” or “OFM” identify Government Furnished Equipment and Material and are used interchangeably with “GFE” or “GFM”.
- “OR EQUAL” means that components or equipment shall be equivalent in terms of performance, services required, compatibility with interrelated systems and arrangements and supportability over the service life of the components or equipment. In the case of component or equipment substitution for those components or equipment noted on the Contract Guidance Drawings or Specification, the Contractor shall submit a written request delineating the

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design and the performance data on both the specified and substituted piece of equipment for MARAD Surveyor approval and if approved, the Contractor shall take full contractual and technical responsibility for ensuring installation of components or equipment, or both, and compatibility with interrelated systems.

- “REFURBISH” means to detach, temporarily remove, disassemble, clean reassemble the unit, equipment, or system using new screws, bolts, gaskets, and replacement parts and to reinstall and test the unit, equipment, or system to demonstrate proper function to the manufacturer’s tolerances. The reinstalled refurbished unit, equipment, or system shall be fully operational and complete in all aspects.
- “REGULATORY BODY” or “REGULATORY BODY REQUIREMENTS” mean the American Bureau of Shipping or a Federal or International Regulatory Agency or an organization which is authorized by the agency to perform delegated regulatory functions on its own behalf.
- “REINSTALL” means that the Contractor shall provide all material and labor to install a piece of equipment, material or system after the equipment, material or system was temporarily removed, relocated, modified, or refurbished.
- “RELOCATE” means to provide all labor, material to detach the unit equipment, or system and to reinstall the same unit, equipment, or system at a new or modified location.
- “REMOVE” or “RIP OUT” means to provide all labor and materials to disconnect, detach, and transfer the unit, equipment, materials, and system in its entirety off the ship. All removed materials shall be disposed of in accordance with the MARAD Surveyor’s directions. Part of removal process is to blank openings, remove brackets, hangers, foundations, etc. and to restore all removed items including re-insulation and paint touch up to “as original” condition.
- “REMOVE AND REPLACE INTERFERENCES” shall be construed to mean that the Contractor shall provide all labor, material and equipment necessary to remove, modify if required, material and equipment that cause interference in the way of intended installation, or removal path of an equipment, and replace or reinstall in the “as original” condition. Individual Specification items do not necessarily identify interferences to be resolved. The Contractor shall be totally responsible in the performance of the Specification for the identification and resolution of interferences necessary to complete the work required by this Specification. All open ends left as a result of these removals shall be suitably protected to prevent any and all contaminants from entering the system or piece of equipment.
- “REPLACE” or “RENEW” mean to remove the existing unit, equipment, or systems, including all interferences and to install a new unit, equipment or system which is either identical to or equal to that which was removed; the installation shall include at a minimum all hook-up, supports, and adapters which are required to effect a fully operational installation complete in all respects.
- “TAG OUT” means a procedure to both notify personnel that tagged-out equipment, components, or systems are either isolated or not in a normal operating condition, and is done as a means to prevent injury to personnel,

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improper operation, or damage to a tagged-out equipment, components or systems.

- “TEMPORARY REMOVAL” or “TEMPORARILY MOVE” means to provide all labor and materials to disconnect and remove the unit, equipment or system from its initial location and to reinstall the same unit, equipment, or system whether in the same location or elsewhere on the ship as described in the Specification.
- “UPGRADE” means to increase the capability of the item to the current state of practice at the time the work is accomplished.

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VESSEL PARTICULARS
S. S. CAPE GIBSON (ex: PRESIDENT JACKSON)
ex: INDIA MAIL

OWNERS United States Government
OWNER'S GENERAL AGENT NONE ASSIGNED FOR THIS CONTRACT

PARTICULARS:

Port of Registry	NORFOLK, VA
Call Sign	KADB
USCG Official No.	517717
ABS I.D. No.	6817079
IMO No.	6821614
Designation	GENERAL CARGO/Training Vessel
LOA	605 ft
LBP	582.5 ft
Beam	82.00 ft
Depth	46.6 00 ft
Displacement	5307 L Tons
Deadweight	2443 L Tons
Gross	15949 L Tons
Lightship	L Tons
Main Engine	General Electric Steam Turbine
Deck Machinery	Electric Cargo Booms
Horse Power	24,000 SHP

FLOW DOWN CLAUSES

NOTE: FOR EACH SOLICITATION ISSUED OR CONTRACT AWARDED THE FOLLOWING CLAUSES WILL APPLY.

FAR CLAUSES:

- | | |
|---------------|--|
| FAR 52.222-26 | Equal Opportunity (E.O. 11246) |
| FAR 52.222-35 | Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a)) |
| FAR 52.222-36 | Affirmative Action for Handicapped Workers (29 U.S.C. 793) |

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SS CAPE GIBSON REPAIR AVAILABILITY

DTMA CONTRACT -----

1. HAZARDOUS WASTE MANAGEMENT
2. ENTRY AND WORK IN CONFINED SPACES
3. GENERAL HOUSEKEEPING
4. REPAIR NUMBER 3 SALT WATER SERVICE PUMP
5. REPAIR EMERGENCY FIRE PUMP
6. REPAIR AFT CONTAMINATED EVAP FEED PUMP
7. SERVICE (3) ATLAS COPCO AIR COMPRESSORS
8. SERVICE (1) KAESER AIR COMPRESSOR
9. REPAIR HI/LOW TEMP BRINE MIXING VALVES
10. CALIBRATE MAIN FUEL OIL METER
11. CALIBRATE OILY WATER SEPARATOR CONTENT METER
12. REPLACE GAUGE GLASS ON DEAERATOR FEED TANK
13. INSTALL NEW ELECTRIC MOTOR HEATER CONTROLS
14. REPLACE LAGGING AND INSULATION
15. REPAIR STEERING GEAR SYSTEM
16. REPAIR ACCOMMODATION LADDERS
17. UPGRADE GMDSS
18. REPAIR FAST RESCUE BOAT ENGINE
19. REPLACE OUTBOARD MOTOR ON OIL BOOM SKIFF
20. REPLACE RADARS
21. REPLACE MOORING LINES
22. SUPPLEMENTAL LABOR
23. SUPPLEMENTAL MATERIALS

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Work Item Number: 001

Title: HAZARDOUS WASTE MANAGEMENT

1.0 ABSTRACT

- 1.1 This item describes the requirements for the Contractor to handle and/or remove any hazardous wastes generated during the performance of this Work Package.

2.0 REFERENCES/ENCLOSURES

- 2.1 Resource Conservation and Recovery Act (RCRA)
- 2.2 Applicable Hazardous Waster Manifest Form
- 2.3 Shipyard Hazardous Waste Management Plan

3.0 ITEM LOCATION/DESCRIPTION

- 3.1 None.

4.0 OWNER FURNISHED EQUIPMENT/MATERIAL/SERVICE

- 4.1 None.

5.0 STATEMENT OF WORK REQUIRED

- 5.1 For the purposes of this contract, any chemicals or other hazardous materials removed from the vessel for disposal or requiring clean-up shall be considered generated by the Contractor and the Contractor shall make any necessary allowance for same in the quoted fixed price for each respective item(s), as well as any additional item(s) released as a result of delivery orders. All hazardous material manifests shall show the Contractor as the generator of any such hazardous material being manifested.
- 5.2 The Contractor shall provide all Material Safety Data Sheets (MSDS) as required for products needed to carry out specified items. Material Safety Data Sheets are to be made available for inspection by interested parties upon request and one (1) clear copy of each shall be submitted by the Contractor to the MARAD representative at the conclusion of the repair period.
- 5.3 Identify hazardous waste by methods described in paragraph 6.3. Submit a Hazardous Waste removal report to the MARAD representative no later

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than twenty-four (24) hours prior to the removal of hazardous waste. As a minimum, the report shall include the following:

- 5.3.1 Type of hazardous waste, including sufficient documentation to certify its Status as a hazardous waste.
 - 5.3.2 Quantity of hazardous waste to be removed under this report.
 - 5.3.3 Identification of subcontractors or shipyard departments responsible for removal, transportation, and disposal of the hazardous waste covered under this report.
- 5.4 Remove, handle, store, transport and dispose of all hazardous waste identified in accordance with all applicable federal, state, and local laws, codes, ordinances and regulations and in accordance with reference 2.3.
- 5.4.1 Ensure that only haulers registered to perform such transportation with cognizant Federal, State, and Local Agencies accomplish transportation of hazardous waste.
 - 5.4.2 Transport hazardous waste to a site permitted by cognizant Federal, State, and Local Agencies to accept the identified waste.
- 5.5 Submit a final hazardous waste report and completed disposal manifest no later than five (5) days after contract completion. The report shall include a summary of the quantity of hazardous waste removed from the vessel during performance of the contract, including breakdown by type and generator assignment. The Contractor shall provide an assignment of his performance with regards to the shipyard's Hazardous Waste Management Plan.
- 5.6 The Contractor shall be required to submit a Hazardous Waste Management Plan within one (1) week after the award of the contract.
- 5.6.1 Identify key shipyard personnel and subcontractors associated with removal, handling, and disposal of hazardous wastes. This should include personnel associated with employee training, hazardous waste identification, and manifest documentation and personnel and subcontractors responsible for removing, storing, transporting, recycling, reclaiming, or otherwise disposing of hazardous waste. All permits or other applicable credentials associated with safe and proper disposal of hazardous waste should be included. If a hazardous waste subcontractor is changed for any reason, the Hazardous Waste Management Plan must be amended prior to the commencement of work on the vessel by the new subcontractor.

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- 5.6.2 Identify all local, state, and federal agencies associated with the disposal of hazardous waste.
- 5.6.3 Outline procedures used by the facility to accomplish removals, handling, segregation, storage, and disposal of hazardous wastes in accordance with local, state, and federal requirements.
- 5.6.4 Describe all steps to be taken to reduce the volume and toxicity of hazardous waste generated during the performance of this contract.
- 5.7 Nothing contained in this work item shall relieve the Contractor from complying with applicable Federal, State and Local Laws, Codes, Ordinances and Regulations, including the obtaining of licenses and permits in connection with hazardous waste handling and disposal in the performance of this contract.
- 5.8 Material is to be determined to be hazardous by: Chemical Analysis; or
Reference to the Applicable Material Safety Data Sheet (MSDS); or
Application of inherent knowledge of the hazardous characteristics of the waste in light of the materials or the process used.
- 6.0 Notes: None
- 7.0 Deliverables:
 - 7.1 The contractor shall provide the MSDS at the conclusion of repair period.
 - 7.2 The contractor shall provide the Hazardous Waste report no later than 24 hours prior to waste removal.
 - 7.3 The contractor shall provide a copy of the Hazardous Waste Plan within 1 week of award of the contract.

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Work Item Number: 002

Title: ENTRY AND WORK IN CONFINED, ENCLOSED, AND HAZARDOUS SPACES

1.0 ABSTRACT

1.1 This item describes requirements for entry and work in confined, enclosed, and hazardous spaces. The contractor shall to obtain required gas free certificates for "safe for workers" and "safe for hot work" from a certified Marine Chemist for all confined, enclosed, and hazardous spaces where entry and/or hot work shall be required. A competent person shall maintain the certificates daily until such entry and hot work is completed.

2.0 REFERENCES/ENCLOSURES:

- 2.1 NFPA 306 Standard for the Control of Gas Hazards on Vessels.
- 2.2 NFPA 312 Standard for the Protection of Vessels during Construction, Repair, and Lay-up.

3.0 ITEM LOCATION/DESCRIPTION

3.1 None.

4.0 OWNER FURNISHED EQUIPMENT/MATERIAL/SERVICES

4.1 None.

5.0 STATEMENT OF WORK REQUIRED

5.1 Contractor shall provide the services of a certified Marine Chemist to provide all gas free certificates in accordance with the above references.

5.2 Certificates shall be issued only by a certified Marine Chemist and shall be maintained, on a daily basis, by a "Competent Person" as defined by the USCG Regulations.

5.3 Copies of the daily Chemist Certificate to be distributed as follows:

- 5.3.1 One copy to the MARAD representative.
- 5.3.2 One copy to the Vessel's Master
- 5.3.3 One copy to the shipyard's safety person.
- 5.3.4 Additional copy(s) to be displayed on the top of the gangway(s) as well as in the vicinity of the gas freed space(s).

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- 5.4 Contractor shall provide and maintain portable blowers and ducting for ventilation of confined spaces as required by Chemist Certificate to ensure the safety of personnel during work and inspections of confined spaces.
- 6.0 NOTES: None
- 7.0 DELIVERABLES:
 - 7.1 One copy of Chemist Certificates to be provided daily to the MARAD Representative and an additional copy to the vessel's Master.

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Work Item Number: 003

Title: HOUSEKEEPING & HABITABILITY

1.0 ABSTRACT

- 1.1 This item describes housekeeping requirements to maintain cleanliness of the vessel throughout the availability.

2.0 REFERENCES/ENCLOSURES

- 2.1 None.

3.0 ITEM LOCATION/DESCRIPTION

- 3.1 N/A

4.0 OWNER FURNISHED EQUIPMENT/MATERIAL/SERVICES

- 4.1 None.

5.0 STATEMENT OF WORK REQUIRED

5.1 Housekeeping

- 5.1.1 Vessel is currently in a clean and orderly condition in way of living spaces, machinery spaces and cargo holds. A joint inspection of all spaces will be carried out upon commencement of the repair period at the Texas A&M University facility with the Contractor and the MARAD representative. The contractor shall note the condition of the vessel in writing. It will be the Contractor's responsibility to maintain cleanliness of all areas on a daily basis throughout the repair period, conducting cleaning as well as the removal and disposal of all debris generated as a result of work contained herein. Upon completion of all work under this contract a final joint inspection of all spaces will be carried out to ensure the cleanliness of the vessel at the time of Contractor completion. Any discrepancies noted in this final survey are to be corrected by Contractor at the Contractor's expense.
- 5.1.2 The Contractor shall place trash containers in strategic areas on board the vessel to receive and retain all waste material generated by Contractor and Owner's activities

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throughout the contract period. Containers are to be checked on a daily basis and emptied as necessary so trash does not accumulate.

5.2 Deck Protection

5.2.1 It shall be understood that all accommodation spaces, including but not limited to, the passageways, staterooms, lounges and dining rooms, are off limits to Contractor personnel unless access is necessary to conduct business or work.

5.2.2 Contractor is to provide and install protective floor coverings to areas subject to heavy traffic during the course of the contract. Covering shall be New Pig Corporation MAT607 or equal. The contractor shall repair all damage to flooring resulting from the contractor's work prior to delivery of the vessel.

5.3 Sanitary Facilities

5.3.1 It shall be understood that all shipboard toilet and shower spaces are off limits to Contractor personnel. The Contractor shall provide and install signs to this effect.

5.3.2 Any contamination of shipboard facilities by Contractor personnel shall be cleaned and restored at the Contractor's expense.

5.3.3 The Contractor shall provide portable toilet facilities adjacent to the ship for use by Contractor personnel. The Contractor shall provide janitorial services to maintain cleanliness of toilet facilities on a daily basis.

5.4 Bilges: The Contractor shall maintain the bilges in a clean, dry, and safe condition. The Contractor shall not use the vessel systems to pump or clean the bilges. At joint inspection of all bilge areas in way of repair items will be conducted at the end of this contract.

6.0 Notes: None

7.0 DELIVERABLES:

7.1 Contractor to provide the MARAD Representative copies of all disposal manifests.

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Work Item Number: 004

Work Item: Repair Number 3 Salt Water Service Pump and Motor.

1.0 Abstract: Remove and overhaul the number 3 salt water service pump and motor.

2.0 Location: Engine room lower level port side.

3.0 Reference: Ingersoll Rand Pump 4x3x8 with a 20 HP electric motor.

4.0 Government Furnished Material: None

5.0 Work Description: The contractor shall provide all necessary labor, materials and equipment to accomplish the following work.

- 5.1 The contractor shall mechanically and electrically disconnect the number 3 salt water service pump and associated motor and rig ashore to a qualified repair facility. The contractor shall tag out the pump and motor in accordance with the vessel's tag out/log out procedures.
- 5.2 The contractor shall disassemble the removed pump and report the as found condition to the Marad Surveyor within two days of removal.
- 5.3 The contractor shall disassemble the electric motor as necessary to allow for the steam cleaning of all windings.
- 5.4 The contractor shall megger the cleaned windings and report the findings to the Marad Surveyor.
- 5.5 The contractor shall dip and bake the motor windings in accordance with industry standards. The contractor shall spin balance the refurbished rotor in accordance with industry standards and provide a final report to the Chief Engineer and the Marad Surveyor.
- 5.6 The contractor shall reassemble the motor using new rotor bearings and fasteners.
- 5.7 The contractor shall reassemble the pump using new casing and impeller wearing rings. The contractor shall provide new gaskets and stainless steel fasteners.
- 5.8 The contractor shall provide and install a new mechanical seal in the pump.
- 5.9 The contractor shall rig the repaired pump and motor back to their original locations onboard the vessel.

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5.10 The contractor shall reconnect the pump and motor using new stainless steel fasteners and gaskets.

5.11 The contractor shall operationally test the pump and motor for one hour to ensure no leaks or hot spots are noted.

6.0 Notes: None

7.0 Deliverables: The contractor shall provide one additional mechanical seal to the Chief Engineer at the conclusion of the operational test to be used as an onboard spare.

The contractor shall provide three electronic copies of the megger and balance reports to the Chief Engineer and the Marad Surveyor.

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Work Item Number: 005

Title: Replace mechanical seal Emergency Fire Pump

- 1.0 Abstract: Remove and replace with new the mechanical seal on pump.
- 2.0 Location: Shaft Alley approximately frame 156
- 3.0 References: Worthington technical manual located in the Chief Engineer office.
- 4.0 Government Furnished Equipment/Material: None
- 5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:
 - 5.1 Tag out the emergency fire pump and motor in accordance with the vessel's tag out/log out procedures.
 - 5.2 The contractor shall remove the pump from its current location and disassemble the unit to the extent necessary to remove the mechanical shaft seal from the pump.
 - 5.3 The contractor shall inspect the shaft seal sleeve and determine its suitability for reuse. The contractor shall allow for the replacement of the shaft sleeve in his bid. If the existing sleeve is suitable for reuse the new sleeve shall be turned over to the Chief Engineer to be used as an onboard spare.
 - 5.4 The contractor shall provide and install a new mechanical seal servicing this pump. Size and type of seal is to be determined by the contractor.
 - 5.5 The contractor shall reassemble the pump and motor and reinstall the unit in its original location.
 - 5.6 The contractor shall prove the alignment of the pump and motor to the Chief Engineer. The contractor shall provide precut stainless steel shims to align the unit.
 - 5.7 The contractor shall test operate the unit for one hour to prove zero leakage at the seal and any disturbed joints or connections. The test shall be to the satisfaction of the Chief Engineer.

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5.8 The contractor shall return the pump and motor to ready for operation upon the completion of the test.

6.0 Notes: None

7.0 Deliverables: The contractor shall provide a new mechanical seal suitable for this pump to the Chief Engineer to be used as an onboard spare.

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Work Item Number: 006

Work Item: Repair the aft Contaminated Evap Feed Pump

1.0 Abstract: Repair the aft contaminated tank feed pump and electric motor.

2.0 Location: Engine room lower level port side.

3.0 Reference: Worthington pump Model 1-1/4 TM-3. Reliance 15 HP motor.

4.0 Government Furnished Material: None

5.0 Work Description: The contractor shall provide all necessary labor, materials, and equipment to accomplish the following work.

- 5.1 The contractor shall mechanically and electrically disconnect the aft contaminated evap feed pump and associated motor and rig ashore to a qualified repair facility. The contractor shall tag out the pump and motor in accordance with the vessel's tag out/log out procedures.
- 5.2 The contractor shall disassemble the removed pump and report the as found condition to the Marad Surveyor within two days of removal.
- 5.3 The contractor shall disassemble the electric motor as necessary to allow for the steam cleaning of all windings.
- 5.4 The contractor shall megger the cleaned windings and report the findings to the Marad Surveyor.
- 5.5 The contractor shall dip and bake the motor windings in accordance with industry standards. The contractor shall spin balance the refurbished rotor in accordance with industry standards and provide a final report to the Chief Engineer and the Marad Surveyor.
- 5.6 The contractor shall reassemble the motor using new rotor bearings and fasteners.
- 5.7 The contractor shall reassemble the pump using new casing and impeller wearing rings. The contractor shall provide new gaskets and stainless steel fasteners.
- 5.8 The contractor shall provide and install a new mechanical seal in the pump.
- 5.9 The contractor shall rig the repaired pump and motor back to their original locations onboard the vessel.

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5.10 The contractor shall reconnect the pump and motor using new stainless steel fasteners and gaskets.

5.11 The contractor shall operationally test the pump and motor for one hour to ensure no leaks or hot spots are noted.

6.0 Notes: None

7.0 Deliverables: The contractor shall provide one additional mechanical seal to the Chief Engineer at the conclusion of the operational test to be used as an onboard spare.

The contractor shall provide three electronic copies of the megger and balance reports to the Chief Engineer and the Marad Surveyor.

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Work Item Number: 007

Work Item: Service Atlas Copco Air Compressors and Control Air Dryer.

1.0 Abstract: Service three Atlas Copco air compressors and one air dryer.

2.0 Location: Engine room lower level starboard & forward capstan room.

3.0 Reference: Atlas Copco compressors GA13 (1) GA37 (2), Air dryer FD40

4.0 Government Furnished Material: None

5.0 Work Description: The contractor shall provide all necessary labor, materials, and equipment to accomplish the following work.

5.1 The contractor shall provide the services of an OEM repair facility to conduct full servicing of the three Atlas Copco air compressors onboard the vessel. Two compressors are located in the engine room lower level starboard side along with the Atlas Copco air dryer and one unit is located forward in the forward capstan equipment room.

5.2 The service technician shall troubleshoot and report the cause of the engine room compressors not loading up after starting the units. The repairs needed to correct the loading problem will be subject to a delivery order.

5.3 The service technician is to include servicing of the Atlas Copco control air dehydrator also located on the lower level starboard side of the engine room.

5.4 The service technician is to provide all necessary equipment and material to perform an 8000 hour maintenance servicing on the compressors.

5.5 The contractor is to conduct an operational test of all serviced equipment to the satisfaction of the Chief Engineer.

6.0 Notes: Atlas Copco control air compressor GA18 serial number AII205882 (1992)

Atlas Copco deck air compressor GA 37 serial number API500330 (2005)

Atlas Copco ship service air compressor GA37 serial number API501401 (2005)

Atlas control air dryer model FD40.

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Possible source for parts and technicians for this item:

Steve Lawson
Service Sales Manager
Atlas Copco Compressors LLC - USA
Office: 866-567-0179
Mobile: 713-865-2755

7.0 Deliverables: None

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Work Item Number: 008

Work Item: Service the Kaeser Air Compressor

1.0 Abstract: Provide service technician to service the Kaeser air compressor.

2.0 Location: Engine room lower level starboard side forward

3.0 Reference: Kaeser air compressor Model SK26 serial number 0265184.

4.0 Government Furnished Material: None

5.0 Work Description: The contractor shall provide all necessary labor, materials, and equipment to accomplish the following work.

5.1 Provide the services of an authorized Kaeser air compress service technician to service the back up control air air compressor in the engine room.

5.2 The servicing shall be in accordance with the OEM's recommended service interval of annually. At a minimum the servicing kit shall provide the following parts new:

- 5.2.1 Filter mat
- 5.2.2 Oil filter
- 5.2.3 Air filter
- 5.2.4 Separator
- 5.2.5 Synthetic oil
- 5.2.6 Vent valve kit
- 5.2.7 Belt set
- 5.2.8 USor375R
- 5.2.9 USvf375R

5.3 The unit shall be operationally tested upon completion of the annual servicing to the satisfaction of the Chief Engineer.

6.0 Notes: Possible source for servicing of this unit is:

Mr. Matt Robertson
Kaeser Compressors, Inc
Houston, TX
281-931-0000

7.0 Deliverables: None

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Work Item Number: 009

Title: Repair Refrigeration Brine Mixing Valves.

- 1.0 Abstract: Remove and repair two brine mixing valves.
- 2.0 Location: Engine room lower level forward port.
- 3.0 References: Manual in Chief Engineer's office.
- 4.0 Government Furnished Equipment/Material: None
- 5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:
 - 5.1 The contractor shall remove the two high/low temperature refrigeration brine mixing valves from the vessel. The valves are to be serviced by Schubert and Salzer, Inc. The model number of the valves to be worked is 8030/020VME-4M4-91-Z-S-N.
 - 5.2 The contractor shall package and ship the units to the Schubert & Salzer repair facility located at: 311 Riverbend Blvd., Longwood, FL. The contractor is to package the units in such a manner as to protect them from shipping damage.
 - 5.3 Upon return of the valves from the repair facility the contractor shall reinstall the valves using new gaskets and fasteners as required.
 - 5.4 The contractor shall operationally test the valves by introducing a signal from the refrigeration control panel to the valves to ensure they open and close freely. All controls and settings are to be made in accordance with the manufacturer's technical manual.
 - 5.5 The operation of the valves is to be witnessed by the Chief Engineer.
 - 5.6 All lagging damaged or disturbed by the completion of this work item is to be repaired or replaced in accordance with industry standards suited to the service intended for the valves.
- 6.0 Notes: Possible source for this item:

Mr. Glenn Rehn
Schubert & Salzer

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773-575-2382
704-792-9783 fax

7.0 Deliverables: None

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Work Item Number: 010

Title: Calibrate the Boiler Fuel Meter

- 1.0 Abstract: Calibrate the fuel oil meter servicing the boilers.
- 2.0 Location: Engine room lower level starboard side aft.
- 3.0 References: Micro Motion fuel oil meter tech manual in log room.
- 4.0 Government Furnished Equipment/Material: None
- 5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:
 - 5.1 The contractor shall remove the installed boiler fuel oil meter and deliver to an authorized calibration facility.
 - 5.2 The meter is to be cleaned and inspected for recommended repairs. Repairs to the meter will be the subject of a delivery order.
 - 5.3 The Micro Motion fuel oil meter is to be calibrated in accordance with the manufacturer's procedure. The contractor shall provide to the Chief Engineer and the Marad Surveyor a certified copy of the calibration results.
 - 5.4 The contractor shall reinstall the fuel oil meter onboard the vessel using new gaskets and fasteners. The contractor shall take care to ensure all electrical power and signal wiring servicing the meter is in satisfactory condition and all connections are secured in accordance with ABS and USCG rules and regulations.
 - 5.5 The contractor shall ensure the work area is wiped clean of all oil that may have leaked during the removal of the meter. The contractor shall dispose of all oil, solvents, and wiping materials used in this work item in accordance with all federal and state laws, ordinances, and regulations.
- 6.0 Notes:

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7.0 Deliverables: Three electronic copies of the calibration certificates to the Chief Engineer and Marad Surveyor. .

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Work Item Number: 011

Title: Calibrate Oily Water Separator Content Meter

1.0 Abstract: Calibrate OCD-CM oil content meter.

2.0 Location: Engine room lower level port side aft.

3.0 References: OCD-CM oil content meter on Coffin World Water OWS.

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall remove mechanically and electrically the oil content meter from the vessel's Oily Water Separator manufactured by Coffin World Water.

5.2 The contractor shall package the removed meter in such a fashion as to protect it from damage and ship it to an authorized certified calibration laboratory.

5.3 The contractor shall reinstall the meter upon completion of calibration and perform an operational test to the satisfaction of the Chief Engineer and the Marad Surveyor.

6.0 Notes: None

7.0 Deliverables: Three electronic copies of the calibration certification upon completion of the operational test to the Chief Engineer and the Marad Surveyor.

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Work Item Number: 012

Title: Replace Gauge Glass and Valves on the Deaerator tank.

1.0 Abstract: Remove and replace deaerator gauge glass and cutout valves.

2.0 Location: Engine room 02 level

3.0 References: Worthington drawing DR-126743 rev C (Marad drawing 556-1-2)

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall remove the upper and lower deaerator tank gauge glass cutout valves along with the sight glass and replace with new glass and valves.

5.2 The gauge glass assembly was manufactured by Jerguson with a part number of 515-R-12-# 64 valves for Worthington. This information is from the original installation drawings and is to be verified by the contractor prior to placing an order.

5.3 The removed valves are to be disposed of as scrap.

5.4 The contractor shall ensure the installation is done correctly and carefully to the satisfaction of the Chief Engineer. Operational testing will not be performed at this time. Marad reserves the right to recall the contractor for any repairs necessary concerning this item upon plant light off.

6.0 Notes: None

7.0 Deliverables: None

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Work Item Number: 013

Title: Install Electric Motor Heaters.

1.0 Abstract: Provide and install new electric motor winding heaters.

2.0 Location: Various throughout the engine room.

3.0 References: None

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall provide and install new electric motor heaters in the following motor controllers. This item is to eliminate the need for external strip heaters and extension cords. The contractor shall tag out each system being modified in accordance with the vessel's tag out/log out procedure.

5.1.1 Fuel oil service pumps number 1 & 2

5.1.2 Fire pumps number 1 & 2

5.1.3 Lube oil service pumps number 1 & 2

5.1.4 Salt water service pumps number 1, 2 & 3

5.1.5 Main salt water circulating pumps number 1 & 2

5.2 The contractor shall install eleven new heater controllers and provide ten additional controllers to the Chief Engineer upon completion of this work item. The heater controls are to be Motortronics Model MWH-10-P (state voltage desired). The contractor is to ensure the horsepower rating of the new heater controller is within the range of the motor to which it will service.

5.3 The contractor shall provide and install inside each controller cabinet line schematics of the newly installed heater controls. Schematics are to be laminated prior to installing in each cabinet.

5.4 The contractor shall prove operation of each newly installed heater controller to the Chief Engineer.

6.0 Notes: Possible source for the heater controls is:

Mr. Paul Gasper
WESCO Distributing, Inc
Houston, TX

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281-848-1944 office
713-826-9779 cell

7.0 Deliverables: Ten new electric motor heater controls Model MWH-10-P to the Chief Engineer.

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Work Item Number: 014

Title: Replace Lagging and Insulation in Engine Room.

1.0 Abstract: Replace with new damaged and missing lagging.

2.0 Location: Various throughout the engine room.

3.0 References: None

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall remove existing lagging and insulation and replace with new in the size and type required by industry standards.

5.2 The areas to be dealt with are as follows:

5.2.1 Soot Blower piping on front of starboard boiler lower level.

5.2.1.1 Approximately 20 feet of 2 inch pipe to be covered.

5.2.2 Surface Blow piping at rear of starboard boiler upper level.

5.2.2.2 Approximately 40 feet of 1-1/2 inch pipe to be covered.

5.2.3 Vent ducting over boiler control board.

5.2.3.1 Approximately 15 feet of 3 foot x 3 foot square vent ducting to be dealt with.

5.3 The contractor shall mark all new insulation and pipe lagging as non asbestos in accordance with industry standards. All new vent insulation shall be properly anchored to avoid sagging and separation of the insulation while the ship is underway.

6.0 Notes: The contractor shall use *extreme* care when working over and around the boiler control board. The contractor shall protect the control panel from falling objects while working over the panel. The contractor shall vacuum clean the control panel and surrounding areas upon completion of this work item.

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7.0 Deliverables: None

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Work Item Number: 015

Work Item: Service the Steering Engine and Rams.

1.0 Abstract: Repack the steering rams and change hydraulic oil with new.

2.0 Location: After Steering

3.0 Reference: Sperry Rand hydraulic units with Western Gear ram assemblies Model SHRES-13.25A

4.0 Government Furnished Material: None

5.0 Work Description: The contractor shall provide all necessary labor, materials, and equipment to accomplish the following work.

5.1 The hydraulic system for both steering units has a mixture of various hydraulic oils throughout. This work item is to ensure all of the existing oil in the hydraulic power units, piping, and ram cylinders is removed and disposed of in accordance with state and federal laws and regulations. The contractor is to ensure there are no dead ends, loops, or low spots that do not get drained of the existing oil.

5.2 The contractor shall open the hydraulic sumps and wipe clean using white lint free rags. Prior to closing the sumps using new gaskets and fasteners as necessary the contractor shall have the cleanliness witnessed by the Chief Engineer.

5.3 The contractor shall remove all existing packing from the forward and after rams. The packing areas are to be inspected for pits, gouges, and scratches. Report any abnormalities to the Chief Engineer and Marad Surveyor. The contractor shall provide new the fabric reinforced packing and install same in each cylinder in accordance with the manufacturer's technical manual. The contractor shall provide new synthetic rubber wiping rings and install same in each cylinder. For bidding purposes the rams are 13.25 inches in diameter.

5.4 The contractor shall provide and install new fluid in the forward and after hydraulic systems. The oil to be used is Chevron OC turbine oil 68. The approximate capacity of each system is 100 gallons. The contractor shall provide sufficient oil to accomplish this work item.

5.5 The contractor shall operationally test the forward and after steering units for one hour each constantly swinging the rudder to ensure all air is bleed from the system and there are no leaks. The ship's crew will operate the vessel's equipment.

5.6 The contractor shall ensure the work area is wiped cleaned of all hydraulic oil including inside and outside the steering gear coaming. The steering units are to be

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wiped clean upon completion of this work item and the system left in operationally ready condition.

6.0 Notes: None

7.0 Deliverables: The contractor shall provide one 55 gallon drum of new steering oil, Chevron OC turbine oil 68, to the Chief Engineer. The contractor shall rig and secure the drum in the place designated by the Chief Engineer.

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Work Item Number: 016

Title: Service and Test Port and Starboard Accommodation Ladders.

1.0 Abstract: Weight test and change wire rope on accommodations ladders.

2.0 Location: Port and Starboard main deck amidships.

3.0 References: Accommodation ladder drawing 3303-19.

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

- 5.1 The contractor shall tag out the accommodation ladder being worked in accordance with the vessel's tag out/log out procedures.
- 5.2 The contractor shall remove the existing wire rope from the port and starboard accommodation ladders and replace it with new wire rope. The new wire shall be 5/16 diameter wire rope (6x19), IPS galvanized, RR-W-410, type I, CL2 fiber core. Approximate length is 40 feet per ladder. The contractor shall verify the type, size, and length of the wire rope needed prior to ordering.
- 5.3 The contractor shall inspect and report the condition of the overall ladder including but not limited to treads, handrails, rollers, shackles, chains, attachments, winch, lighting, turn tables, and bridles. The contractor shall submit a detailed report of conditions found in a format suitable for submission to ABS for annual credit.
- 5.4 The contractor shall perform a weight test of the inspected ladder after the installation of the new wire rope to the satisfaction of the ABS surveyor and the vessel's Chief Mate. The contractor shall use the equivalent of 185 pounds per tread for the test.
- 5.5 The contractor shall restore the ladders to operational status upon completion of all repairs and testing. The starboard ladder shall be deployed and the port ladder stowed to the satisfaction of the Chief Mate.

6.0 Notes: None

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7.0 Deliverables: Three copies of the mill certificates concerning the new wire rope. Three copies of the detailed inspection report. Three copies of the weight test results. All delivered to the Marad Surveyor.

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Work Item Number: 017

Title: Upgrade the GMDSS to current standards.

1.0 Abstract: Remove existing components and replace with new.

2.0 Location: Navigation bridge port side.

3.0 References: GMDSS technical manual

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall tag out of service the GMDSS console and all power supplies servicing this unit in accordance with the vessel's tag out/log out procedures.

5.2 The contractor shall disconnect electrically and mechanically all the existing components of the GMDSS console and remove to scrap. The contractor shall remove all obsolete antennas associated with this work item to scrap. The contractor shall remove all unused cabling back to the source and make all weather penetrations water tight in accordance with ABS and USCG rules and regulations.

5.3 The contractor shall provide and install the following equipment and materials to bring the GMDSS unit to current technical condition and to comply with all USCG and IMO rules and regulations concerning GMDSS console capabilities including the latest requirement for LRIT (long range identification).

- 5.3.1 Furuno VHF XCVR 2 each
- 5.3.2 Furuno AC DC PSU 2 each
- 5.3.3 Furuno Sat-C 2 each
- 5.3.4 Furuno AC DC PSU 2 each
- 5.3.5 Furuno MFHF Transceiver 1 each
- 5.3.6 Furuno AC DC PSU 1 each
- 5.3.7 50 ohm Coax Cable 500 feet
(approximate)
- 5.3.8 Coax Connector 11 each
- 5.3.9 MF TX ANTENNA 8M Comrod whip 1each
- 5.3.10 Comrod Receiving Aerial AR42T (Toroid) 1
each

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5.3.11 Comrod VHF Antenna	4 each
5.3.12 Auto Printer Switch	1 each

- 5.4 The contractor shall operationally test all new components, existing power sources and cabling to ensure reliable operation in accordance with all ABS, USCG and IMO rules and regulations. All tests to be performed to the satisfaction of the vessel's Chief Mate. The contractor shall report all deficiencies found to the Marad Surveyor.
- 5.5 The contractor shall be responsible for all required registration of the new equipment and any regulatory notices of upgrades.
- 5.6 The contractor shall provide three copies of all maintenance and operating manuals to the Chief Mate.
- 5.7 The contractor shall recommend and provide any spares required for the newly installed equipments. Spare parts shall be provided in the quantities recommended by the OEM for two years of operation.

6.0 Notes: Possible source for completion of this work item is:

Mr. Tom Dixon
GMDSS Maintainer, LLC
Dickinson, TX
832-769-9779

7.0 Deliverables: OEM recommended spares for two years of normal operation. Three copies of all operational and maintenance manuals. All required registration certificates. All deliverables to be given to the vessel's Chief Mate.

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Work Item Number: 018

Title: Repair Yanmar Rescue Boat Engine

1.0 Abstract: Repair the engine and transmission in the fast rescue boat.

2.0 Location: Campus work shop Engineering building.

3.0 References: Yanmar diesel model 4LHA-STE
Enclosures: Parts listing

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall procure and turn over to the vessel's Chief Engineer the following OEM parts needed to repair the Yanmar diesel engine in the vessel's fast rescue boat. Refer to attachment for part number, description, and quantity needed.

5.2 The contractor shall take receipt of the fast rescue boat's transmission from the Chief Engineer and deliver it to an authorized Yanmar diesel repair facility for overhaul and servicing. Upon completion of repair the contractor shall return the repaired transmission to the Chief Engineer.

6.0 Notes: Possible source for this work item is:

Palmer Power Corporation
Houston, TX
713-644-6410

7.0 Deliverables: Parts listed in work item to the Chief Engineer.

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Work Item Number: 019

Title: Replace Outboard Motor on oil boom skiff.

1.0 Abstract: Replace with new the 90 hp motor on boom skiff.

2.0 Location: Dockside along side the ship

3.0 References: None

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall remove the existing outboard motor and control system from the skiff to scrap. The engine is to be scrapped in accordance with all state and federal rules and regulations governing engine disposal. The contractor is to ensure all oil removed from the engine is disposed of properly.

5.2 The contractor is to provide and install the following equipment on the oil boom skiff:

- 5.2.1 90 horsepower, 4 stroke Suzuki outboard engine, Model DF90ATL
- 5.2.2 Stainless Steel propeller
- 5.2.3 Side mount control box
- 5.2.4 No feed back steering system
- 5.2.5 Monitor gauge with tachometer
- 5.2.6 12 gallon plastic fuel tank with fuel lines
- 5.2.7 Recommended quantity of lube oil to operate the engine
- 5.2.8 Recommended quantity of lube oil to allow for two engine oil changes including necessary lube oil filters.

5.3 The contractor shall provide sufficient fuel to fill the new tank and perform a bay operational test of the new motor and control systems to the satisfaction of the Chief Engineer and Chief Mate.

6.0 Notes: Possible source for this work item is:

Finish Line Marine
Hitchcock, TX
409-938-4408
409-935-0685 fax

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7.0 Deliverables: Lube oil and filters for two engine oil changes to the Chief Engineer.

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Work Item Number: 020

Title: Replace X-Band and S-Band Radars

1.0 Abstract: Remove and replace the x-band and s-band radars.

2.0 Location: Navigation bridge and main mast.

3.0 References: New equipment manuals, USCG rules, IMO regulations.

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall tag out all components of the existing radar systems in accordance with the vessel's tag out/log out procedure.

5.2 The contractor shall remove the existing radar consoles and power or signal cabling servicing the radars. The contractor is to ensure cabling and wiring to be reused on the new installation is not damaged or removed.

5.3 The contractor shall modify all foundations, hangers, mountings, penetrations, and structure necessary to install the new radar equipment in accordance with the OEM recommendations and all governing regulatory agencies.

5.4 The contractor shall mechanically clean all radar foundations after the existing equipment is removed and coat all exposed surfaces in accordance with the latest version of the Marad coating guidelines. The contractor shall replace deck coverings where disturbed by this work item. Coverings shall match existing in color and type.

5.5 The contractor shall install all new equipment exposed to the weather with stainless steel fasteners. Electrical cabling and wiring shall be installed using stainless steel studs and cable clamps in all areas exposed to the weather. Studs shall be coated with anti-seize compound prior to installation of clamps.

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5.6 The contractor shall test all power and signal wiring and cabling servicing the radar system to ensure the existing wiring and cabling is in sound serviceable condition. The contractor shall provide and install all additional power or signal cabling required to bring the new equipment up to operational readiness. All newly installed cabling and wiring is to be installed as directed by IEEE-45 regulations with cable/wire markers installed at each end of all new conductors.

5.7 The contractor shall procure, deliver and install the following radar equipment:

- 5.7.1 1 Furuno Model FAR2827 25kW X-Band Radar with the following components:
- 5.7.2 1 Furuno Model XN24A/F8 8 Foot Antenna
- 5.7.3 1 Furuno Model RPU013H Processor Unit
- 5.7.4 1 Furuno Model RSB096-079 24 RPM Gear Box with 25 Kw Transceiver
- 5.7.5 1 Furuno Model RCU014 Keyboard Control Unit with Trackball & 10 Meter Cable
- 5.7.6 1 Furuno Model MU231CR 23.1 Inch Color LCD monitor
- 5.7.7 1 Furuno Model 000-536-020 Monitor Bracket
- 5.7.8 1 Furuno Model PM31 Performance Monitor factory installed
- 5.7.9 1 Furuno Model FAR2XX7PED Radar Pedestal Stand to house Radar processor, monitor, and controller
- 5.7.10 1 Furuno Model HUB100 LAN Hub
- 5.7.11 1 Furuno Model GC-10 GYRO Interface PCB
- 5.7.12 1 Furuno Model RW9600 45 Meter Radar Signal cable
- 5.7.13 1 Furuno Model FAR2837S/12 30Kw S-Band Radar with the following components:
- 5.7.14 Furuno Model SN36AF/ANT12 12 Foot Antenna
- 5.7.15 1 Furuno Model RPU013S Processor Unit
- 5.7.16 1 Furuno Model RSB098 24 RPM Gear Box with 30kW Transceiver
- 5.7.17 Furuno Model RCU014 Keyboard Control Unit with Trackball & 10 Meter Cable
- 5.7.18 1 Furuno Model PSU007-70-23 Power Supply Unit
- 5.7.19 1 Furuno Model 000-536-202 Monitor Bracket
- 5.7.20 1 Furuno Model MU231CR 23.1 Inch Color LCD Monitor

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- 5.7.21 1 Furuno Model PM51 Performance Monitor
factory installed
 - 5.7.22 Furuno Model FAR2XX7PED Radar Pedestal Stand
to house the Radar processor, monitor and
controller
 - 5.7.23 1 Furuno Model GC-10 GYRO Interface PCB
 - 5.7.24 1 Furuno Model RW9600 50 Meter Radar Signal
cable
- 5.7 The contractor shall conduct operational testing of the new equipment to the satisfaction of the vessel's Master and Chief Mate. The contractor is to ensure all required interfaces with other navigational equipment installed on the vessel as required by regulatory agencies are made as part of this installation. This is to include all, but not limited to, SOLAS, USCG, ABS, IMO, FCC, and CFR regulations, recommendations and rules.
- 5.8 The contractor is responsible for all registrations and notices to the appropriate regulatory agencies of the newly installed radars.
- 5.9 The contractor shall touch up paint all disturbed areas created by this work item. The contractor shall mechanically clean and coat, in accordance with Marad Coating Guidelines, all areas exposed by removal of the existing equipment.
- 5.10 The contractor shall reinstall all overhead panels removed during the course of this work item. Panels that were damaged by the contractor shall be replaced with new.
- 5.11 The contractor shall replace with new all disturbed or removed insulation during the course of this work item. Insulation shall be non-asbestos and of the same type and thickness of that removed.
- 5.12 The contractor shall provide three copies of all maintenance and operating manuals for the new equipment to the Chief Mate. The contractor shall provide a CD of the same manuals to the Chief Mate.
- 5.13 The contractor shall provide the OEM recommended spares in sufficient quantities to address two years of equipment operation. All spares to be provided to the Chief Mate.

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6.0 Notes: Possible source for the required equipment is:

Mr. Harold Bushey
Premium Electronic Services, Inc
281-470-9595

7.0 Deliverables: Three copies of all maintenance and operating manuals. Electronic copy of all maintenance and operating manuals. Recommended spare parts for two operational years. All deliverables to be delivered to the Chief Mate.

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Work Item Number: 021

Title: Install new mooring lines.

1.0 Abstract: Install four new mooring lines and attachments.

2.0 Location: Weather decks fore and aft.

3.0 References: None

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall provide and install four each new high strength mooring lines as follows:

5.1.1 4 each 1-5/8 diameter x 600 feet OAL Quantum-12 with 10 foot DC Guard covered eye on each end and 2 each DC moor guard adjustable chafe sleeves on the body.

5.1.2 4 each 3 inch diameter x 40 foot OAL Proset-8 Nylon with a 7 foot urethane coated eye one end and a 3 foot soft eye on the other end.

5.1.3 4 each 90 ton Mandel shackles

5.1.4 4 each 4 inch x 36 foot OAL Proset-8 Nylon mooring tail with a 6 foot Urethane soft eye one end and a 4 foot soft eye on the other end.

5.2 The contractor shall replace the existing mooring lines with new one at a time under the direction of the Chief Mate. The existing mooring lines are to be coiled on pallets and turned over to the Chief Mate. The locations of the new mooring lines shall be determined by the Chief Mate at time of installation.

5.3 The contractor shall provide all manufacturer testing data to the Chief Mate for the ship's records.

6.0 Notes: None

7.0 Deliverables: Manufacturers line testing data to the Chief Mate.

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Work Item Number: 022

Title: Supplemental Labor

1.0 Abstract: Provide supplemental labor as deemed necessary for emergent work.

2.0 Location: Throughout the vessel.

3.0 References: None

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 Provide seven hundred fifty (750) man hours of labor for use in accomplishing emergent work as directed by the Marad COTR. Supplemental labor rate (bid labor rate) shall be fully burdened composite rate applicable all skilled and unskilled yard-wide labor that may be ordered by the Marad COTR. All emergent work will be issued via contract delivery order.

6.0 Notes: None

7.0 Deliverables: None

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Work Item Number: 023

Title: Supplemental Materials

1.0 Abstract: Provide supplemental materials deemed necessary for emergent work.

2.0 Location: Throughout the vessel.

3.0 References: None

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The Contractor shall provide forty five thousand (\$45,000) dollars of supplemental material due to emergent work that may be ordered by the Marad COTR. All emergent material orders will be issued via contract delivery order. Contractor mark up on materials will not be allowed.

6.0 Notes: None

7.0 Deliverables: None