

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

1. REQUISITION NUMBER
 PAGE 1 OF 11

2. CONTRACT NO. DTMA4C08005
 3. AWARD/EFFECTIVE DATE 07/10/2008
 4. ORDER NUMBER
 5. SOLICITATION NUMBER DTMA4B08004/0005
 6. SOLICITATION ISSUE DATE 06/17/2008

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Patricia Etridge
 b. TELEPHONE NUMBER (No collect calls) (415) 744-2586 ext.
 8. OFFER DUE DATE/ LOCAL TIME 06/20/2008 2:00 pm

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

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 0.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS: 33661
 SIZE STANDARD: 251-500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
 DOT/Maritime Administration, WR Operations
 GOLDEN BEAR
 Attn: Sujit Mukherjee

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

17a. CONTRACTOR/OFFEROR
 BAE Systems San Francisco Ship Repair Inc.
 FOOT OF 20TH ST PIER 70
 SAN FRANCISCO, CA 94107-0000
 TELEPHONE NO. (415) 861-7447 ext. 200

18a. PAYMENT WILL BE MADE BY
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P WR Invoices Branch, AMZ-150 PO Box 25710,
 Oklahoma City, OK 73125

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA
 - 2008 - 70X - 1750000 - 1 - 20 - - SMJ107 - 0 - - 00001600 - 00 - - 25431 - 6100 - 6600 -
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
 \$ 2,072,128.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. BAE BID OFFER
 DATED 06/20/2008 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR


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


30b. NAME AND TITLE OF SIGNER (Type or print)
 Mike Nobriga/Dir of Bus Engagement

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

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 DTMA4C08005	Title DTMA4C08005 TSGB DRYDOCK	Page 3 of 11
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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	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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THE NOTICE TO PROCEED IS 8/18/08 AT 14:00 PST CONTINGENT ON RECIEPT OF CERT OF INSURANCE PER CONTRACT REQUIREMENTS. PERFORMANCE PERIOD IS 10 DAYS FROM 8/18/08 TO 08/29/08.

0001	SHIP TRANSPORT - OPTION ITEM		1.00	N/A	\$.000	\$ 0.00
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PER ATTACHED STATEMENT OF WORK

Funding Information:

- 2008 - 70X - 1750000 - 1 - 20 - - SMJ107 - 0 - - 00001600 - 00 - -
25431 - 6100 - 6600 -
\$2,072,128.00

0001AA	SERVICES FOR SHIP DELIVERY TO SHIPYARD - OPTION ITEM		1.00	JOB	\$.000	\$ 0.00
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PER ATTACHED STATEMENT OF WORK

0001AB	SERVICES SHIP REDELIVERY FROM SHIPYARD - OPTION ITEM		1.00	JOB	\$.000	\$ 0.00
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PER ATTACHED STATEMENT OF WORK

0002	SHIFTING & TOWING - OPTION ITEM		1.00	JOB	\$.000	\$ 0.00
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PER ATTACHED STATEMENT OF WORK

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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0002AA	TO SHIPYARD - OPTION ITEM		1.00	JOB	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK					
0002AB	FROM SHIPYARD - OPTION ITEM		1.00	JOB	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK					
0003	SERVICES TO ACCOMPLISH DRYDOCK		1.00	JOB	\$86,904.000	\$ 86,904.00
	PER ATTACHED STATEMENT OF WORK					
0004	DRYDOCKING		1.00	JOB	\$85,945.000	\$ 85,945.00
	PER ATTACHED STATEMENT OF WORK					
0005	HULL WASHING AND HULL INSPECTION		1.00	JOB	\$39,201.000	\$ 39,201.00
	PER ATTACHED STATEMENT OF WORK					

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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	HULL AND SEACHEST GAUGINGS AND INSPECTION		1.00	JOB	\$29,247.000	\$ 29,247.00
	PER ATTACHED STATEMENT OF WORK					
0007	UNDERWATER HULL PREPARATION & COATING		1.00	JOB	\$187,180.000	\$ 187,180.00
	PER ATTACHED STATEMENT OF WORK					
0008	TOPSIDE HULL PREPARATION & COATING		1.00	JOB	\$149,069.000	\$ 149,069.00
	PER ATTACHED STATEMENT OF WORK - AMENDMENT 0004 REVISED					
0009	SEA VALVES & EXPANSION JOINTS		1.00	JOB	\$136,698.000	\$ 136,698.00
	PER ATTACHED STATEMENT OF WORK					
0010	RUDDER & STERN FRAME & BILGE KEELS		1.00	JOB	\$127,767.000	\$ 127,767.00
	PER ATTACHED STATEMENT OF WORK					

Line Item Summary	Document Number DTMA4C08005	Title DTMA4C08005 TSGB DRYDOCK	Page 6 of 11
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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	TAILSHAFT SURVEY		1.00	JOB	\$70,318.000	\$ 70,318.00
	PER ATTACHED STATEMENT OF WORK					
0012	STERN TUBE SEALS		1.00	JOB	\$110,484.000	\$ 110,484.00
	PER ATTACHED STATEMENT OF WORK					
0013	PROPELLER POLISH		1.00	JOB	\$15,446.000	\$ 15,446.00
	PER ATTACHED STATEMENT OF WORK					
0014	ANCHORS, CHAINS AND LOCKERS		1.00	JOB	\$202,861.000	\$ 202,861.00
	PER ATTACHED STATEMENT OF WORK					
0015	PAINT ANCHORS AND CHAINS		1.00	JOB	\$50,637.000	\$ 50,637.00
	PER ATTACHED STATEMENT OF WORK					

Line Item Summary	Document Number DTMA4C08005	Title DTMA4C08005 TSGB DRYDOCK	Page 7 of 11
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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0016	BLAST & COAT FOREPEAK BALLAST TANK		1.00	JOB	\$338,124.000	\$ 338,124.00
	PER ATTACHED STATEMENT OF WORK					
0017	ZINC ANODE REPLACEMENT		1.00	JOB	\$21,658.000	\$ 21,658.00
	PER ATTACHED STATEMENT OF WORK					
0018	CATHODIC PROTECTION		1.00	JOB	\$39,850.000	\$ 39,850.00
	PER ATTACHED STATEMENT OF WORK					
0019	RENEW RUBBER EXPANSION JOINTS		1.00	JOB	\$43,844.000	\$ 43,844.00
	PER ATTACHED STATEMENT OF WORK					
0020	SEA WATER PIPING CROSS OVER LINE		1.00	JOB	\$59,782.000	\$ 59,782.00
	PER ATTACHED STATEMENT OF WORK					

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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0021	BILGES AND DRAIN WELLS		1.00	JOB	\$46,424.000	\$ 46,424.00
	PER ATTACHED STATEMENT OF WORK					
0022	WASTE WATER AND OILS		1.00	JOB	\$20,689.000	\$ 20,689.00
	PER ATTACHED STATEMENT OF WORK					
0023	SUPPLEMENTAL WORK - OPTION ITEM		1.00	N/C	\$.000	\$ 0.00
	THIS LINE IS NOT PRICED. PRICE SUPPLEMENTAL WORK UNDER SUBCLINS 0023AA & 0023AB					
0023AA	SUPPLEMENTAL MANHOURS LABOR - OPTION ITEM		2,000.00	MH	\$75.000	\$ 150,000.00
	PLEASE PROVIDE THE HOURLY MANHOUR LABOR RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK WHICH SHALL BE A YARDWIDE COMPOSITE LABOR RATE TO INCLUDE ALL MANAGEMENT, SUPERVISION, OVERHEAD, G&A, HANDLING CHARGES, FREIGHT AND PROFIT.					
	THIS IS A NOT TO EXCEED AMOUNT. THE TOTAL SHALL NOT EXCEED 2,000 MANHOURS TO BE ORDERED IN ACCORDANCE WITH SECTION H. SUPPLEMENTAL GROWTH REQUIREMENTS.					
0023AB	SUPPLEMENTAL MATERIAL - OPTION ITEM		1.00	NTE	\$60,000.000	\$ 60,000.00
	THIS IS A NOT TO EXCEED AMOUNT.					
	THE TOTAL ORDERED SHALL NOT EXCEED \$60,000.00 IN ACCORDANCE WITH SECTION H. SUPPLEMENTAL GROWTH REQUIREMENTS. THERE IS TO BE NO BURDEN ON THESE CHARGES FOR EITHER SUBCONTRACTOR COSTS OR MATERIAL CHARGES. THE SUPPLEMENTAL MATERIAL DOLLARS WILL BE ALLOCATED BY THE COTR VIA DELIVERY ORDERS.					
	LINE ITEM COST OF \$60,000 SHALL BE USED FOR BIDDING PURPOSES					

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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0024	STEEL RENEWALS AND HULL WELDING - OPTION ITEM		0.00	N/C	\$.000	\$ 0.00
	THIS LINE IS NOT PRICED. PRICE ITEM UNDER SUBCLINS 0024AA & 0024AB PER STATEMENT OF WORK.					
0024AA	FLAT PLATE- OPTION ITEM		1.00	LBS	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK THIS IS A NOT TO EXCEED TOTAL OF 6,000 LBS PLEASE PROVIDE THE PER POUND RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					
0024AB	SHAPED PLATE- OPTION ITEM		1.00	LBS	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK THIS IS A NOT TO EXCEED TOTAL OF 6,000 LBS PLEASE PROVIDE THE PER POUND RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					
0024AC	COMPOUND PLATE- OPTION ITEM		1.00	LBS	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK THIS IS A NOT TO EXCEED TOTAL OF 6,000 LBS PLEASE PROVIDE THE PER POUND RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					
0024AD	BULKHEAD STEEL PLATES - OPTION ITEM		1.00	LBS	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK THIS IS A NOT TO EXCEED TOTAL OF 6,000 LBS PLEASE PROVIDE THE PER POUND RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					

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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0024AE	INTERNAL STEELS - OPTION ITEM		1.00	LBS	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK THIS IS A NOT TO EXCEED TOTAL OF 6,000 LBS PLEASE PROVIDE THE PER POUND RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					
0024AF	GOUGES/VEE OUT AND REWELD (PER FOOT OF 3/8" WELD) - OPTION ITEM		1.00	FT	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK THIS IS A NOT TO EXCEED TOTAL OF 1000 FEET PLEASE PROVIDE THE PER FOOTRATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					
0024AG	CLEAN AND BUILD-UP WITH WELD (PER FOOT OF 3/8" WELD) - OPTION ITEM		1.00	FT	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK THIS IS A NOT TO EXCEED TOTAL OF 1000 FEET PLEASE PROVIDE THE PER FOOT RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					
0025	DRYDOCK AND WET BERTH DAYS - OPTION ITEM		0.00	N/C	\$.000	\$ 0.00
	THIS LINE IS NOT PRICED. PRICE ITEM UNDER SUBCLINS 0025AA & 0025AB PER STATEMENT OF WORK.					
0025AA	HAUL DAY- OPTION ITEM		1.00	DAY	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK PLEASE PROVIDE THE DAILY RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					

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Total Funding: \$2,072,128.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70X	1750000	1	20		SMJ107	0		00001600	00	
Division	Closed FYs		Cancelled Fund								
25431	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0025AB	DRYDOCK LAY DAY- OPTION ITEM		1.00	DAY	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK PLEASE PROVIDE THE DAILY RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					
0025AC	WET DOCK LAY DAY - OPTION ITEM		1.00	DAY	\$.000	\$ 0.00
	PER ATTACHED STATEMENT OF WORK PLEASE PROVIDE THE PER DAYRATE OFFERED FOR SUPPLEMENTAL REPAIR WORK					
					Total Cost:	\$2,072,128.00

*DIST: VENDOR, COTR, CO, FCO
MR SUJIT MUKHERJEE IS THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE FOR THIS CONTRACT.
PRWR0800030*

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COMMERCIAL CLAUSES

1 VESSEL PARTICULARS

VESSEL PARTICULARS

NAME: U.S.T.S. GOLDEN BEAR (ex USNS MAURY)

TYPE: U.S. MARAD TRAINING VESSEL

OFFICIAL REGISTRY NUMBER: CG021994

BUILDER: Bethlehem Steel Corp, Sparrows Point, MD

YEAR BUILT: 1989

LENGTH OVERALL: 499.83 ft

BEAM: 72 ft

DEPTH (Molded at Main Deck): 42 ft

DRAFT (Max, Keel - S.L.L.) 30 ft 06 in

DEADWEIGHT: 6864 tons

USCG GROSS TONNAGE: 12517 tons

USCG NET TONNAGE: 3755 tons

USCG CERTIFICATION: Public Nautical School ship

ABS CLASSIFICATION: †A1 †AMS

MAIN ENGINE: ENTERPRISE R5-V16, Diesel, Rated 13,000 HP

PROPULSION PROPELLER: Type: Fixed Pitch
Mfr: LIPS BV
Diameter: 19.5 ft
Number of Blades: 5
Weight: 47,191 lbs

2 INVOICE SUBMISSION - MARAD DPO

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

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(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADWRInvoices@dot.gov

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

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

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

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

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

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

3 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEBRUAR
Y 2007

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

(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;

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41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (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; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

4	52.212-04 ALT I	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007) - ALTERNATE I	FEBRUAR Y 2007
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Alt I clauses are to replace the same numbered clause within 52.212-04 and are only applicable to CLIN 029 SUPPLEMENTAL WORK.

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

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(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

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(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments. (1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

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(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total

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price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. (i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(6) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections;; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

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(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

5 ALTERATIONS TO FAR 52.212-04

CONTRACT TERMS & CONDITIONS- COMMERCIAL ITEMS
(ADD)
1252.223-71 ACCIDENT AND FIRE REPORTING
1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION

6 SERVICE CONTRACT ACT - WAGE DETERMINATION REQUIREMENTS

SERVICE CONTRACT ACT WAGE DETERMINATIONS FOR SEATTLE, WA & SUISUN BAY, CA

WD 05-2563 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

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|
|
| Wage Determination No.: 2005-2563
William W.Gross Division of | Revision No.: 3
Director Wage Determinations| Date Of Revision: 05/29/2007

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.41
01012 - Accounting Clerk II	15.65
01013 - Accounting Clerk III	17.52
01020 - Administrative Assistant	21.44
01040 - Court Reporter	16.69
01051 - Data Entry Operator I	12.70
01052 - Data Entry Operator II	15.51
01060 - Dispatcher, Motor Vehicle	19.51
01070 - Document Preparation Clerk	13.20
01090 - Duplicating Machine Operator	13.19
01111 - General Clerk I	12.68
01112 - General Clerk II	14.80
01113 - General Clerk III	16.82
01120 - Housing Referral Assistant	18.21
01141 - Messenger Courier	11.90
01191 - Order Clerk I	12.55
01192 - Order Clerk II	16.10
01261 - Personnel Assistant (Employment) I	15.13
01262 - Personnel Assistant (Employment) II	17.60
01263 - Personnel Assistant (Employment) III	19.61
01270 - Production Control Clerk	19.14
01280 - Receptionist	13.57
01290 - Rental Clerk	14.66
01300 - Scheduler, Maintenance	16.02
01311 - Secretary I	15.34
01312 - Secretary II	16.31
01313 - Secretary III	18.21
01320 - Service Order Dispatcher	17.07
01410 - Supply Technician	21.44
01420 - Survey Worker	16.69
01531 - Travel Clerk I	12.75
01532 - Travel Clerk II	13.70
01533 - Travel Clerk III	14.66
01611 - Word Processor I	14.81
01612 - Word Processor II	17.23
01613 - Word Processor III	20.52

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05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.82
05010 - Automotive Electrician		21.01
05040 - Automotive Glass Installer		20.34
05070 - Automotive Worker		20.34
05110 - Mobile Equipment Servicer		18.98
05130 - Motor Equipment Metal Mechanic		21.73
05160 - Motor Equipment Metal Worker		20.34
05190 - Motor Vehicle Mechanic		21.69
05220 - Motor Vehicle Mechanic Helper		18.29
05250 - Motor Vehicle Upholstery Worker		19.67
05280 - Motor Vehicle Wrecker		20.34
05310 - Painter, Automotive		21.01
05340 - Radiator Repair Specialist		20.34
05370 - Tire Repairer	16.61	
05400 - Transmission Repair Specialist		21.73
07000 - Food Preparation And Service Occupations		
07010 - Baker	13.92	
07041 - Cook I	12.08	
07042 - Cook II	13.20	
07070 - Dishwasher	9.59	
07130 - Food Service Worker	10.17	
07210 - Meat Cutter	18.25	
07260 - Waiter/Waitress	11.91	
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		21.06
09040 - Furniture Handler		16.94
09080 - Furniture Refinisher		21.06
09090 - Furniture Refinisher Helper		18.25
09110 - Furniture Repairer, Minor		19.54
09130 - Upholsterer	21.06	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		11.36
11060 - Elevator Operator		10.92
11090 - Gardener	14.37	
11122 - Housekeeping Aide		10.92
11150 - Janitor	12.86	
11210 - Laborer, Grounds Maintenance		13.01
11240 - Maid or Houseman		9.72
11260 - Pruner	10.88	
11270 - Tractor Operator		13.50
11330 - Trail Maintenance Worker		13.01
11360 - Window Cleaner		13.55
12000 - Health Occupations		
12010 - Ambulance Driver		19.07
12011 - Breath Alcohol Technician		17.87
12012 - Certified Occupational Therapist Assistant		18.51
12015 - Certified Physical Therapist Assistant		19.00
12020 - Dental Assistant	17.22	
12025 - Dental Hygienist	38.17	
12030 - EKG Technician	28.89	
12035 - Electroneurodiagnostic Technologist		28.89
12040 - Emergency Medical Technician		19.92

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12071 - Licensed Practical Nurse I	15.97	
12072 - Licensed Practical Nurse II	17.87	
12073 - Licensed Practical Nurse III	19.92	
12100 - Medical Assistant	14.54	
12130 - Medical Laboratory Technician	17.30	
12160 - Medical Record Clerk	16.10	
12190 - Medical Record Technician	17.63	
12195 - Medical Transcriptionist	17.12	
12210 - Nuclear Medicine Technologist	31.90	
12221 - Nursing Assistant I	9.93	
12222 - Nursing Assistant II	11.02	
12223 - Nursing Assistant III	12.18	
12224 - Nursing Assistant IV	14.50	
12235 - Optical Dispenser	18.33	
12236 - Optical Technician	15.73	
12250 - Pharmacy Technician	15.97	
12280 - Phlebotomist	14.50	
12305 - Radiologic Technologist	29.57	
12311 - Registered Nurse I	24.94	
12312 - Registered Nurse II	30.42	
12313 - Registered Nurse II, Specialist	30.42	
12314 - Registered Nurse III	36.16	
12315 - Registered Nurse III, Anesthetist	36.16	
12316 - Registered Nurse IV	40.53	
12317 - Scheduler (Drug and Alcohol Testing)	22.14	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	21.79	
13012 - Exhibits Specialist II	24.84	
13013 - Exhibits Specialist III	30.56	
13041 - Illustrator I	21.79	
13042 - Illustrator II	24.84	
13043 - Illustrator III	30.56	
13047 - Librarian	27.90	
13050 - Library Aide/Clerk	12.14	
13054 - Library Information Technology Systems Administrator	17.80	
13058 - Library Technician	16.37	
13061 - Media Specialist I	14.62	
13062 - Media Specialist II	16.37	
13063 - Media Specialist III	18.24	
13071 - Photographer I	17.61	
13072 - Photographer II	22.56	
13073 - Photographer III	24.83	
13074 - Photographer IV	30.56	
13075 - Photographer V	37.55	
13110 - Video Teleconference Technician	18.50	
14000 - Information Technology Occupations		
14041 - Computer Operator I	16.49	
14042 - Computer Operator II	17.62	
14043 - Computer Operator III	20.26	
14044 - Computer Operator IV	23.03	
14045 - Computer Operator V	25.56	
14071 - Computer Programmer I (1)	18.55	
14072 - Computer Programmer II (1)	22.31	

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14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	16.59	
14160 - Personal Computer Support Technician	23.03	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.94	
15020 - Aircrew Training Devices Instructor (Rated)	35.02	
15030 - Air Crew Training Devices Instructor (Pilot)	38.52	
15050 - Computer Based Training Specialist / Instructor	30.39	
15060 - Educational Technologist	22.43	
15070 - Flight Instructor (Pilot)	39.83	
15080 - Graphic Artist	23.86	
15090 - Technical Instructor	22.46	
15095 - Technical Instructor/Course Developer	27.46	
15110 - Test Proctor	17.80	
15120 - Tutor	17.80	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.36	
16030 - Counter Attendant	9.36	
16040 - Dry Cleaner	11.82	
16070 - Finisher, Flatwork, Machine	9.36	
16090 - Presser, Hand	6.62	
16110 - Presser, Machine, Drycleaning	9.36	
16130 - Presser, Machine, Shirts	9.36	
16160 - Presser, Machine, Wearing Apparel, Laundry	9.36	
16190 - Sewing Machine Operator	12.64	
16220 - Tailor	13.47	
16250 - Washer, Machine	10.18	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	21.92	
19040 - Tool And Die Maker	24.60	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	18.06	
21030 - Material Coordinator	19.35	
21040 - Material Expediter	19.35	
21050 - Material Handling Laborer	15.41	
21071 - Order Filler	12.19	
21080 - Production Line Worker (Food Processing)	18.06	
21110 - Shipping Packer	15.76	
21130 - Shipping/Receiving Clerk	15.76	
21140 - Store Worker I	13.96	
21150 - Stock Clerk	17.62	
21210 - Tools And Parts Attendant	18.57	
21410 - Warehouse Specialist	18.06	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	25.01	
23021 - Aircraft Mechanic I	23.82	
23022 - Aircraft Mechanic II	25.01	
23023 - Aircraft Mechanic III	26.26	
23040 - Aircraft Mechanic Helper	18.94	

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23050 - Aircraft, Painter	23.01	
23060 - Aircraft Servicer	20.87	
23080 - Aircraft Worker	22.05	
23110 - Appliance Mechanic	21.06	
23120 - Bicycle Repairer	18.25	
23125 - Cable Splicer	28.73	
23130 - Carpenter, Maintenance	26.33	
23140 - Carpet Layer	24.29	
23160 - Electrician, Maintenance	31.22	
23181 - Electronics Technician Maintenance I	22.01	
23182 - Electronics Technician Maintenance II	23.72	
23183 - Electronics Technician Maintenance III	27.85	
23260 - Fabric Worker	19.84	
23290 - Fire Alarm System Mechanic	21.71	
23310 - Fire Extinguisher Repairer	20.03	
23311 - Fuel Distribution System Mechanic	23.31	
23312 - Fuel Distribution System Operator	19.82	
23370 - General Maintenance Worker	18.24	
23380 - Ground Support Equipment Mechanic	23.82	
23381 - Ground Support Equipment Servicer	20.87	
23382 - Ground Support Equipment Worker	22.05	
23391 - Gunsmith I	20.03	
23392 - Gunsmith II	22.45	
23393 - Gunsmith III	24.25	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.63	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		
25.39		
23430 - Heavy Equipment Mechanic	23.25	
23440 - Heavy Equipment Operator	25.60	
23460 - Instrument Mechanic	25.08	
23465 - Laboratory/Shelter Mechanic	24.25	
23470 - Laborer	12.08	
23510 - Locksmith	20.96	
23530 - Machinery Maintenance Mechanic	23.93	
23550 - Machinist, Maintenance	20.97	
23580 - Maintenance Trades Helper	18.47	
23591 - Metrology Technician I	25.08	
23592 - Metrology Technician II	25.85	
23593 - Metrology Technician III	26.56	
23640 - Millwright	24.46	
23710 - Office Appliance Repairer	22.20	
23760 - Painter, Maintenance	21.06	
23790 - Pipefitter, Maintenance	28.94	
23810 - Plumber, Maintenance	26.93	
23820 - Pneudraulic Systems Mechanic	24.25	
23850 - Rigger	21.71	
23870 - Scale Mechanic	22.45	
23890 - Sheet-Metal Worker, Maintenance	23.77	
23910 - Small Engine Mechanic	20.41	
23931 - Telecommunications Mechanic I	24.25	
23932 - Telecommunications Mechanic II	24.94	
23950 - Telephone Lineman	22.58	
23960 - Welder, Combination, Maintenance	21.71	

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23965 - Well Driller	24.25	
23970 - Woodcraft Worker	24.25	
23980 - Woodworker	18.89	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	10.15	
24580 - Child Care Center Clerk	12.66	
24610 - Chore Aide	9.96	
24620 - Family Readiness And Support Services Coordinator		11.79
24630 - Homemaker	17.77	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	25.38	
25040 - Sewage Plant Operator	25.38	
25070 - Stationary Engineer	24.54	
25190 - Ventilation Equipment Tender	18.82	
25210 - Water Treatment Plant Operator	25.38	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	21.18	
27007 - Baggage Inspector	11.69	
27008 - Corrections Officer	22.62	
27010 - Court Security Officer	25.57	
27030 - Detection Dog Handler	11.69	
27040 - Detention Officer	23.51	
27070 - Firefighter	27.76	
27101 - Guard I	11.69	
27102 - Guard II	20.49	
27131 - Police Officer I	27.56	
27132 - Police Officer II	30.63	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	11.62	
28042 - Carnival Equipment Repairer	12.07	
28043 - Carnival Equipment Worker	10.26	
28210 - Gate Attendant/Gate Tender	12.72	
28310 - Lifeguard	11.34	
28350 - Park Attendant (Aide)	14.24	
28510 - Recreation Aide/Health Facility Attendant		10.39
28515 - Recreation Specialist	16.46	
28630 - Sports Official	11.34	
28690 - Swimming Pool Operator	20.26	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.92	
29020 - Hatch Tender	22.92	
29030 - Line Handler	22.92	
29041 - Stevedore I	20.34	
29042 - Stevedore II	23.91	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)		33.94
30011 - Air Traffic Control Specialist, Station (HFO) (2)		23.40
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)		27.01
30021 - Archeological Technician I	18.36	
30022 - Archeological Technician II	20.53	
30023 - Archeological Technician III	25.44	
30030 - Cartographic Technician	25.47	
30040 - Civil Engineering Technician	25.47	

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30061 - Drafter/CAD Operator I	18.36	
30062 - Drafter/CAD Operator II	20.56	
30063 - Drafter/CAD Operator III	22.91	
30064 - Drafter/CAD Operator IV	26.84	
30081 - Engineering Technician I	15.92	
30082 - Engineering Technician II	17.87	
30083 - Engineering Technician III	20.17	
30084 - Engineering Technician IV	24.89	
30085 - Engineering Technician V	30.31	
30086 - Engineering Technician VI	36.67	
30090 - Environmental Technician	21.72	
30210 - Laboratory Technician	21.83	
30240 - Mathematical Technician	24.40	
30361 - Paralegal/Legal Assistant I	20.17	
30362 - Paralegal/Legal Assistant II	24.90	
30363 - Paralegal/Legal Assistant III	27.47	
30364 - Paralegal/Legal Assistant IV	36.80	
30390 - Photo-Optics Technician	25.47	
30461 - Technical Writer I	23.71	
30462 - Technical Writer II	28.99	
30463 - Technical Writer III	32.98	
30491 - Unexploded Ordnance (UXO) Technician I	21.57	
30492 - Unexploded Ordnance (UXO) Technician II	26.10	
30493 - Unexploded Ordnance (UXO) Technician III	31.28	
30494 - Unexploded (UXO) Safety Escort	21.57	
30495 - Unexploded (UXO) Sweep Personnel	21.57	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.32	
30621 - Weather Observer, Senior (3)	20.86	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	13.39	
31030 - Bus Driver	17.36	
31043 - Driver Courier	13.66	
31260 - Parking and Lot Attendant	10.20	
31290 - Shuttle Bus Driver	14.22	
31310 - Taxi Driver	11.82	
31361 - Truckdriver, Light	14.22	
31362 - Truckdriver, Medium	19.00	
31363 - Truckdriver, Heavy	18.28	
31364 - Truckdriver, Tractor-Trailer	18.28	
99000 - Miscellaneous Occupations		
99030 - Cashier	11.54	
99050 - Desk Clerk	10.81	
99095 - Embalmer	22.09	
99251 - Laboratory Animal Caretaker I	11.99	
99252 - Laboratory Animal Caretaker II	12.77	
99310 - Mortician	22.73	
99410 - Pest Controller	15.16	
99510 - Photofinishing Worker	12.87	
99710 - Recycling Laborer	16.40	
99711 - Recycling Specialist	17.08	
99730 - Refuse Collector	15.18	
99810 - Sales Clerk	12.56	
99820 - School Crossing Guard	14.88	

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99830 - Survey Party Chief	24.57
99831 - Surveying Aide	12.87
99832 - Surveying Technician	19.31
99840 - Vending Machine Attendant	17.56
99841 - Vending Machine Repairer	17.65
99842 - Vending Machine Repairer Helper	17.56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

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ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

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The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide

classifications listed in the wage determination.

WD 05-2069 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2069

William W.Gross Division of | Revision No.: 3
 Director Wage Determinations| Date Of Revision: 05/29/2007

State: California

Area: California Counties of Napa, Solano, Sonoma

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.55
01012 - Accounting Clerk II	17.52
01013 - Accounting Clerk III	20.57
01020 - Administrative Assistant	28.23
01040 - Court Reporter	20.08
01051 - Data Entry Operator I	14.53
01052 - Data Entry Operator II	15.85
01060 - Dispatcher, Motor Vehicle	20.90
01070 - Document Preparation Clerk	15.82
01090 - Duplicating Machine Operator	15.82
01111 - General Clerk I	15.87
01112 - General Clerk II	17.31
01113 - General Clerk III	19.37
01120 - Housing Referral Assistant	25.41
01141 - Messenger Courier	11.87
01191 - Order Clerk I	14.58
01192 - Order Clerk II	17.02
01261 - Personnel Assistant (Employment) I	17.85
01262 - Personnel Assistant (Employment) II	20.08
01263 - Personnel Assistant (Employment) III	22.74
01270 - Production Control Clerk	22.74
01280 - Receptionist	15.03
01290 - Rental Clerk	14.77
01300 - Scheduler, Maintenance	16.93

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01311 - Secretary I	18.50
01312 - Secretary II	22.76
01313 - Secretary III	25.41
01320 - Service Order Dispatcher	16.25
01410 - Supply Technician	26.47
01420 - Survey Worker	17.41
01531 - Travel Clerk I	12.08
01532 - Travel Clerk II	13.15
01533 - Travel Clerk III	14.25
01611 - Word Processor I	18.07
01612 - Word Processor II	20.29
01613 - Word Processor III	22.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.04
05010 - Automotive Electrician	23.26
05040 - Automotive Glass Installer	20.29
05070 - Automotive Worker	23.26
05110 - Mobile Equipment Servicer	20.22
05130 - Motor Equipment Metal Mechanic	24.26
05160 - Motor Equipment Metal Worker	22.22
05190 - Motor Vehicle Mechanic	24.26
05220 - Motor Vehicle Mechanic Helper	19.14
05250 - Motor Vehicle Upholstery Worker	21.22
05280 - Motor Vehicle Wrecker	22.22
05310 - Painter, Automotive	22.98
05340 - Radiator Repair Specialist	21.94
05370 - Tire Repairer	16.28
05400 - Transmission Repair Specialist	24.26
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.98
07041 - Cook I	14.63
07042 - Cook II	16.08
07070 - Dishwasher	10.27
07130 - Food Service Worker	10.72
07210 - Meat Cutter	17.25
07260 - Waiter/Waitress	9.76
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.81
09040 - Furniture Handler	14.29
09080 - Furniture Refinisher	19.81
09090 - Furniture Refinisher Helper	16.31
09110 - Furniture Repairer, Minor	18.07
09130 - Upholsterer	19.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.38
11060 - Elevator Operator	10.60
11090 - Gardener	16.79
11122 - Housekeeping Aide	13.93
11150 - Janitor	12.87
11210 - Laborer, Grounds Maintenance	15.28
11240 - Maid or Houseman	12.54
11260 - Pruner	13.74
11270 - Tractor Operator	16.81

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11330 - Trail Maintenance Worker	15.28	
11360 - Window Cleaner	13.89	
12000 - Health Occupations		
12010 - Ambulance Driver	15.94	
12011 - Breath Alcohol Technician	15.94	
12012 - Certified Occupational Therapist Assistant	21.31	
12015 - Certified Physical Therapist Assistant	22.06	
12020 - Dental Assistant	17.58	
12025 - Dental Hygienist	40.42	
12030 - EKG Technician	34.73	
12035 - Electroneurodiagnostic Technologist	34.73	
12040 - Emergency Medical Technician	15.94	
12071 - Licensed Practical Nurse I	14.66	
12072 - Licensed Practical Nurse II	16.45	
12073 - Licensed Practical Nurse III	18.40	
12100 - Medical Assistant	16.43	
12130 - Medical Laboratory Technician	16.43	
12160 - Medical Record Clerk	16.43	
12190 - Medical Record Technician	18.02	
12195 - Medical Transcriptionist	16.43	
12210 - Nuclear Medicine Technologist	42.03	
12221 - Nursing Assistant I	12.05	
12222 - Nursing Assistant II	13.56	
12223 - Nursing Assistant III	14.77	
12224 - Nursing Assistant IV	16.57	
12235 - Optical Dispenser	12.60	
12236 - Optical Technician	11.26	
12250 - Pharmacy Technician	16.62	
12280 - Phlebotomist	16.01	
12305 - Radiologic Technologist	26.37	
12311 - Registered Nurse I	24.40	
12312 - Registered Nurse II	29.85	
12313 - Registered Nurse II, Specialist	29.85	
12314 - Registered Nurse III	36.15	
12315 - Registered Nurse III, Anesthetist	36.15	
12316 - Registered Nurse IV	43.27	
12317 - Scheduler (Drug and Alcohol Testing)	28.39	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	18.10	
13012 - Exhibits Specialist II	25.66	
13013 - Exhibits Specialist III	31.39	
13041 - Illustrator I	19.71	
13042 - Illustrator II	25.66	
13043 - Illustrator III	31.39	
13047 - Librarian	29.56	
13050 - Library Aide/Clerk	20.80	
13054 - Library Information Technology Systems Administrator	25.74	
13058 - Library Technician	18.69	
13061 - Media Specialist I	17.08	
13062 - Media Specialist II	20.07	
13063 - Media Specialist III	22.39	
13071 - Photographer I	14.59	
13072 - Photographer II	16.29	

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13073 - Photographer III	20.75	
13074 - Photographer IV	24.71	
13075 - Photographer V	29.90	
13110 - Video Teleconference Technician	17.94	
14000 - Information Technology Occupations		
14041 - Computer Operator I	18.22	
14042 - Computer Operator II	20.39	
14043 - Computer Operator III	22.74	
14044 - Computer Operator IV	25.26	
14045 - Computer Operator V	27.62	
14071 - Computer Programmer I (1)	21.52	
14072 - Computer Programmer II (1)	27.62	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	17.84	
14160 - Personal Computer Support Technician	25.49	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.15	
15020 - Aircrew Training Devices Instructor (Rated)	35.27	
15030 - Air Crew Training Devices Instructor (Pilot)	38.80	
15050 - Computer Based Training Specialist / Instructor	35.21	
15060 - Educational Technologist	30.69	
15070 - Flight Instructor (Pilot)	38.80	
15080 - Graphic Artist	24.97	
15090 - Technical Instructor	21.04	
15095 - Technical Instructor/Course Developer	25.74	
15110 - Test Proctor	19.00	
15120 - Tutor	19.00	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.87	
16030 - Counter Attendant	8.87	
16040 - Dry Cleaner	11.57	
16070 - Finisher, Flatwork, Machine	8.87	
16090 - Presser, Hand	8.87	
16110 - Presser, Machine, Drycleaning	8.87	
16130 - Presser, Machine, Shirts	8.87	
16160 - Presser, Machine, Wearing Apparel, Laundry	8.87	
16190 - Sewing Machine Operator	12.47	
16220 - Tailor	13.35	
16250 - Washer, Machine	9.79	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	21.06	
19040 - Tool And Die Maker	24.99	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.78	
21030 - Material Coordinator	21.40	
21040 - Material Expediter	21.40	
21050 - Material Handling Laborer	16.58	
21071 - Order Filler	13.53	
21080 - Production Line Worker (Food Processing)	17.78	

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21110 - Shipping Packer	17.59
21130 - Shipping/Receiving Clerk	17.59
21140 - Store Worker I	12.70
21150 - Stock Clerk	17.48
21210 - Tools And Parts Attendant	17.78
21410 - Warehouse Specialist	17.78
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.01
23021 - Aircraft Mechanic I	22.85
23022 - Aircraft Mechanic II	24.01
23023 - Aircraft Mechanic III	25.21
23040 - Aircraft Mechanic Helper	17.47
23050 - Aircraft, Painter	21.35
23060 - Aircraft Servicer	20.03
23080 - Aircraft Worker	21.25
23110 - Appliance Mechanic	21.82
23120 - Bicycle Repairer	15.12
23125 - Cable Splicer	23.31
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	22.56
23160 - Electrician, Maintenance	31.67
23181 - Electronics Technician Maintenance I	23.36
23182 - Electronics Technician Maintenance II	24.70
23183 - Electronics Technician Maintenance III	26.05
23260 - Fabric Worker	19.71
23290 - Fire Alarm System Mechanic	22.84
23310 - Fire Extinguisher Repairer	18.43
23311 - Fuel Distribution System Mechanic	25.85
23312 - Fuel Distribution System Operator	20.44
23370 - General Maintenance Worker	17.58
23380 - Ground Support Equipment Mechanic	22.85
23381 - Ground Support Equipment Servicer	20.03
23382 - Ground Support Equipment Worker	21.25
23391 - Gunsmith I	18.43
23392 - Gunsmith II	20.91
23393 - Gunsmith III	23.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.16
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.24
23430 - Heavy Equipment Mechanic	24.40
23440 - Heavy Equipment Operator	25.40
23460 - Instrument Mechanic	25.12
23465 - Laboratory/Shelter Mechanic	22.11
23470 - Laborer	14.76
23510 - Locksmith	19.81
23530 - Machinery Maintenance Mechanic	24.25
23550 - Machinist, Maintenance	25.67
23580 - Maintenance Trades Helper	15.78
23591 - Metrology Technician I	25.12
23592 - Metrology Technician II	26.40
23593 - Metrology Technician III	28.93
23640 - Millwright	23.31
23710 - Office Appliance Repairer	21.66

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23760 - Painter, Maintenance	19.81	
23790 - Pipefitter, Maintenance	22.92	
23810 - Plumber, Maintenance	21.36	
23820 - Pneudraulic Systems Mechanic	23.31	
23850 - Rigger	23.31	
23870 - Scale Mechanic	20.91	
23890 - Sheet-Metal Worker, Maintenance	22.86	
23910 - Small Engine Mechanic	20.91	
23931 - Telecommunications Mechanic I	24.51	
23932 - Telecommunications Mechanic II	25.76	
23950 - Telephone Lineman	24.80	
23960 - Welder, Combination, Maintenance	20.68	
23965 - Well Driller	23.31	
23970 - Woodcraft Worker	23.31	
23980 - Woodworker	16.96	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	13.74	
24580 - Child Care Center Clerk	17.13	
24610 - Chore Aide	11.06	
24620 - Family Readiness And Support Services Coordinator	14.94	
24630 - Homemaker	19.03	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	30.37	
25040 - Sewage Plant Operator	25.50	
25070 - Stationary Engineer	31.69	
25190 - Ventilation Equipment Tender	20.44	
25210 - Water Treatment Plant Operator	25.50	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	14.13	
27007 - Baggage Inspector	12.38	
27008 - Corrections Officer	29.43	
27010 - Court Security Officer	32.10	
27030 - Detection Dog Handler	15.23	
27040 - Detention Officer	29.43	
27070 - Firefighter	29.02	
27101 - Guard I	12.38	
27102 - Guard II	15.47	
27131 - Police Officer I	38.75	
27132 - Police Officer II	43.05	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.09	
28042 - Carnival Equipment Repairer	13.81	
28043 - Carnival Equipment Worker	10.58	
28210 - Gate Attendant/Gate Tender	13.88	
28310 - Lifeguard	12.37	
28350 - Park Attendant (Aide)	15.53	
28510 - Recreation Aide/Health Facility Attendant	11.34	
28515 - Recreation Specialist	16.85	
28630 - Sports Official	12.37	
28690 - Swimming Pool Operator	15.99	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	20.32	
29020 - Hatch Tender	20.32	

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29030 - Line Handler	20.32	
29041 - Stevedore I	19.40	
29042 - Stevedore II	20.72	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.03	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.54	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.12	
30021 - Archeological Technician I	17.51	
30022 - Archeological Technician II	23.33	
30023 - Archeological Technician III	28.91	
30030 - Cartographic Technician	28.78	
30040 - Civil Engineering Technician	26.28	
30061 - Drafter/CAD Operator I	20.87	
30062 - Drafter/CAD Operator II	23.33	
30063 - Drafter/CAD Operator III	26.67	
30064 - Drafter/CAD Operator IV	28.91	
30081 - Engineering Technician I	16.90	
30082 - Engineering Technician II	18.97	
30083 - Engineering Technician III	21.21	
30084 - Engineering Technician IV	26.28	
30085 - Engineering Technician V	31.39	
30086 - Engineering Technician VI	38.90	
30090 - Environmental Technician	25.12	
30210 - Laboratory Technician	21.15	
30240 - Mathematical Technician	26.28	
30361 - Paralegal/Legal Assistant I	18.62	
30362 - Paralegal/Legal Assistant II	25.66	
30363 - Paralegal/Legal Assistant III	31.39	
30364 - Paralegal/Legal Assistant IV	37.98	
30390 - Photo-Optics Technician	25.55	
30461 - Technical Writer I	23.98	
30462 - Technical Writer II	29.34	
30463 - Technical Writer III	32.03	
30491 - Unexploded Ordnance (UXO) Technician I	23.54	
30492 - Unexploded Ordnance (UXO) Technician II	28.48	
30493 - Unexploded Ordnance (UXO) Technician III	34.13	
30494 - Unexploded (UXO) Safety Escort	23.54	
30495 - Unexploded (UXO) Sweep Personnel	23.54	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	22.11	
30621 - Weather Observer, Senior (3)	23.52	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	11.35	
31030 - Bus Driver	15.78	
31043 - Driver Courier	14.75	
31260 - Parking and Lot Attendant	11.51	
31290 - Shuttle Bus Driver	15.97	
31310 - Taxi Driver	14.22	
31361 - Truckdriver, Light	15.97	
31362 - Truckdriver, Medium	16.76	
31363 - Truckdriver, Heavy	19.51	
31364 - Truckdriver, Tractor-Trailer	19.51	
99000 - Miscellaneous Occupations		
99030 - Cashier	13.32	

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99050 - Desk Clerk	12.16
99095 - Embalmer	23.54
99251 - Laboratory Animal Caretaker I	11.14
99252 - Laboratory Animal Caretaker II	12.06
99310 - Mortician	23.54
99410 - Pest Controller	19.24
99510 - Photofinishing Worker	12.36
99710 - Recycling Laborer	15.01
99711 - Recycling Specialist	16.71
99730 - Refuse Collector	13.50
99810 - Sales Clerk	12.31
99820 - School Crossing Guard	11.62
99830 - Survey Party Chief	31.56
99831 - Surveying Aide	15.03
99832 - Surveying Technician	20.61
99840 - Vending Machine Attendant	13.22
99841 - Vending Machine Repairer	15.32
99842 - Vending Machine Repairer Helper	13.32

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 1 week paid vacation after 6 months of service with a contractor or successor; 2 weeks after 1 year, 3 weeks after 5 years, and 4 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on

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Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

OCCUPATION NOTES:

Laundry, Drycleaning, Pressing and Related Occupations: The rates for the occupations in this category applies to Napa and Solano counties only. See Wage Determination 1981-1168 for the wage rates and fringe benefits for Sonoma county.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

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there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

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6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

7 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS** **FEBRUAR Y 2008**

(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) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 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:

 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) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

 (3) 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).

 (4) [Reserved]

 (5)(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.

 (6)(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.

 X (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

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- (8)(i) 52.219-09, Small Business Subcontracting Plan (SEPT 2006) (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.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (15) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (19) 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).
- (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (21) 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).
- (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (23)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (24) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (25)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.

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

___ (26) 52.225-05, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (28) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (29) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (30) 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)).

___ (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (32) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (35) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (36)(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:

X (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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

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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 (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 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).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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 A -- SOLICITATION/CONTRACT FORM

A.1 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REREPRESENTATION

JUNE 2007

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-08, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _ is, _ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 AMENDMENT 0004 - SOW CLIN 0008 REVISED 5/30/08

CLIN 008 TOPSIDE HULL PREPARATION & COATING (REVISED 5/30/08)
 THE PREVIOUS STATEMENT OF WORK FOR CLIN 0008 IS REPLACED WITH THE FOLLOWING
 ABSTRACT

The intent of this item is to prepare and coat the vessel's freeboard from the Deep Load Line (Boot top) to Weather Deck, 01 level top of the bulwarks (approximately 24,000 ft2) in good order as detailed hereafter.

REFERENCES

MARAD Painting Guideline

ITEM LOCATION/DESCRIPTION

Ship's hull from Deep Load Line to 01 Deck, top of the bulwarks including portholes, garbage chute, hawse-pipe, and weather deck drains.

NOTES

Contractor's attention is directed to the General Criteria "Painting Guideline" of the Specifications.

Ultra high pressure Hydro blast will be accepted in lieu of grit blast. Contractor to provide same preparation conditions as noted.

All new paint (coating material) will be provided by Contractor as Contractor Furnished Material.

STATEMENT OF WORK

Contractor shall supply staging and/or scaffolding required to complete this item, including erection and dismantling of same.

The total estimated surface area of top side hull from Deep Load Line up to 01 deck bulwark is approximately 24,000 ft2 for preparation and coating. The estimated area to be prepared and painted is given for reference only and it is the responsibility of the Contractor to search out and take his own measurements.

Wash the entire topside hull surfaces from the vessel's Deep Load Line mark to 01 Deck bulwark top, using high-pressure fresh water (3,000 psi minimum pressure at the nozzle) to remove all salts, loose coatings and foreign matters so as to avoid embedding any chlorides into the coatings when blasting.

Where found, areas of oil and/or grease accumulation shall be washed clean and degreased to SSPC-SP1 prior to fresh water wash down.

Upon completion of high pressure fresh water washing, prepare surface for coating as prescribed herein to the satisfaction of MARAD COTR and Paint Manufacturer's Technical Representative.

Contractor shall sweep blast or high pressure water jet blast to an SP-7 "brush-off" blast surface preparation as recommended by the Paint Manufacturer Representative and approved by MARAD COTR on entire freeboard surfaces outlined above in order to expose existing anticorrosive epoxy.

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Contractor shall spot blast/high pressure water jet blast as recommended by the Paint Manufacturer Representative and approved by MARAD COTR on all mechanically damaged, corroded and oxidized areas to near white metal, SSPC-SP10. Estimate 10% of square footage on topside hull surfaces may require blasting to SSPC-SP10. Areas to be spot blasted will be identified and the total square footage shall be agreed to prior to the start of blasting.

During all blasting operations, all inlet and outlet openings to the vessel (including ventilation inlets and exhausts and tank vents) shall be sealed to prevent the intrusion of grit, dust, paint, etc. Any doors to be used shall be protected with double-curtain baffles. Suitably protect all machinery, lights, antennas, electrical cables and connections, piping, life rafts, and rescue boat. Industrial foam filter material shall be installed on the intake and exhaust ends of any ventilation system in use. These filters are to be removed and replaced when air flow becomes restricted. Inspect the integrity of all protective coverings at the beginning of each blasting shift. Notify MARAD COTR immediately if contamination occurs. All areas in which grit and contaminants enter are to be cleaned to the satisfaction of the COTR. This includes internal and external spaces, tanks, and voids.

During blasting operations, removal of temporary coverings shall not be made without the permission of the COTR. Painting won't be permitted during blasting of any other part of the vessel.

Upon completion of all blasting, and prior to application of build up (full) coatings, Contractor shall blow dry with compressed air entire hull, from keel to rail, including associated bulwarks, at 120 psi or adequate that is available in the dock, to remove all resultant dirt, dust and contaminants.

Upon approval of the COTR and the manufacturer's and Marad's paint technical representatives all areas from the Deep Load Line mark up to 01 Deck including bulwarks and its top areas shall be coated as follows:

Apply a MARAD Coating Guidelines approved zinc rich epoxy primer anti-corrosive system PPG Amercoat Dimetcote® 302H by airless spray to the spot blasted areas at 3-4 mils DFT minimum. All areas inaccessible by airless spray and areas of low MDFT shall be brush coated.

After the spot coats are properly dried and cured, apply by airless spray one (1) full coat of PPG Amercoat Amerlock® 2 intermediate coat at 5 to 8 mils DFT minimum to the entire freeboard surfaces.

Apply one full coat of PPG Amercoat PSX® 1001 onto the entire freeboard hull surfaces from deep load line to 01 deck bulwarks and fashion plates, to match existing paint scheme (approx. 24,000 square feet). Manufacturer's requirement for MDFT shall be strictly adhered to. The existing paint scheme colors are as follows: Fashion plates aft above bulwarks to 01 deck, Amercoat's White equivalent to International's White B000; Bulwarks and stripe, Amercoat's Blue equivalent to International's Ocean Blue E992; Hull shell plating below Bulwarks and stripe to Boot Topping, Amercoat's Grey equivalent to International's Dawn Grey E000.

Preparations and coatings shall include all scupper drains from weather decks, portholes, garbage chute and hawse-pipes. Scupper drains shall be ultra high pressure water blasted to remove all loose paint and scale, then coated as per hull. Portholes shall be protected with plywood prior to blasting and be cleaned and inspected after completion. Any damaged incurred shall be repaired or replaced.

HULL MARKINGS

Draft marks, tank numbers and tank boundaries, propeller mark, home port, vessel names, UWILD markings, ABS Load Line Marks, etc., shall be solvent cleaned, fresh water washed and bush painted 2 coats of Amercoat PSX® 1001 either Black or White to contrast existing under coat color.

PERFORMANCE CRITERIA/DELIVERABLES

Prove all the work to satisfaction of COTR and Ship's Officers.

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Prepare and deliver Paint Manufacturer's Representative and Contractor "Paint Report" with one (1) original and two (2) copies to COTR upon the paint job completion.

Deliver to vessel's Chief Mate:

20 gallons in 5 gallon pails of Amercoat PSX® 1001 in Dawn Grey

10 gallons in 5 gallon pails of Amercoat PSX® 1001 in Ocean Blue

10 gallons in 5 gallon pails of Amercoat PSX® 1001 in White

5 gallons in 1 gallon pails of Amercoat PSX® 1001 in Black

C.2 AMENDMENT 0003 - CHANGES TO STATEMENT OF WORK

AMENDMENT 0003 INCORPORATES RESPONSES TO VENDOR'S REQUEST FOR CLARIFICATION ON SOLICITATION REQUIREMENTS.

1. CLIN 004: Forepeak ballast tank will be empty upon arrival to contractor's facility. The forepeak ballast tank will not be required to ballast for undocking or ship redelivery.

2. CLIN 007 UNDERWATER HULL PREPARATION AND COATING

In review of our in house files we can not locate a copy of the "Golden Bear UWILD Hull Markings drawing 1993-S28-3-1. Please contact Lisa Powers at lpower@csum.edu to obtain a hard copy of all drawings.

3. CLIN 008 TOPSIDE HULL -

THE FOLLOWING QUESTIONS REGARDING "Interlac 880" TOP COAT APPLICATION WILL BE REVIEWED AND CLARIFIED ASAP:

A.) Is it MARAD's intent to obtain a warranty for the paint adhesion?

B.) Was the Author of the CLIN aware that Ameron understood that there would be a full sweep of the surface performed to remove the "Interlac 880"?

C.) Was the author aware that Ameron recommended a full tie coat of "Amercoat 400" prior to application of the PSX 1001?

D.) The application of "Prep-88" is normally applied at the time of the initial wash, the CLIN requires this application after the last t/u coat of Amercoat 400 and immediately before the PSX 1001 is applied. Is Ameron aware of this sequencing?

4. CLIN 016: The 10 day availability to accomplish this item is determined insufficient. Vendor estimates 19 to 20 days necessary to accomplish preparation and coating and cure time.

In consideration of the 10 day availability requirement, 19 to 20 additional days to allow for adequate cure time and/or continuation of forepeak tank coating work could continue after the vessel returns to Vallejo, after departing from the shipyard dock empty and job partially progressed.

5. The bid closing date is extended to FRIDAY, 6/20/08 at 2P.M.

C.3 SOW - REVISED 4/22/08 INCLUDES AMEND 0002 CHANGES

C.4 STATEMENT OF WORK

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TRAINING SHIP GOLDEN BEAR
FY 08 DRYDOCK AVAILABILITY
SPECIFICATION WORK PACKAGE

INDEX

GENERAL CRITERIA:

- PLANNING AND SCHEDULING
- INTERFERENCES
- DECK PROTECTION
- CHEMIST GAS FREE CERTIFICATE
- FIRE PROTECTION AND HOUSEKEEPING
- CONTROL OF HAZARDOUS MATERIALS
- CONTRACTOR & GOVERNMENT FURNISHED MATERIAL CONTROL
- INSPECTION SYSTEM AND REGULATORY BODY LIAISON
- PAINTING GUIDELINES

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VESSEL PARTICULARS

NAME: U.S.T.S. GOLDEN BEAR (ex USNS MAURY)

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

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

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

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

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

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

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

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

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

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

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

Accomplish the Requirements of the Contract

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

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

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

Written responses shall be within two (2) working days from notification.

Labor or material progress payments on deficient Work Items will be withheld until each deficiency has been corrected.

Provide Labor, Material, and Equipment

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

Report Production Delays and Difficulties

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

Verify Dimensions

Any and all dimensions, measurements, size, shape, quantities, etc., in the specifications including drawings, sketches, etc., contained therein, are not guaranteed to be correct. The contractor shall be responsible for the tasking, determination, and ascertaining of any and all dimensions, measurements. The contractor should take full advantage of any ship check/inspection periods offered for this purpose. (Reference to MLSRA Article 4, (g)).

Report Additional Work or Material Procurement

When additional work or material procurement is identified that is necessary to produce a reliable product or complete repair, a report will be submitted to the COTR. The required report, with supporting data, will be submitted as soon as possible after discovery to allow the COTR to initiate early action. The goal is to have any required additional work completed within the original contract period.

These condition or inspection reports shall contain the following information:

1. Vessel name, Contract Number, CLIN Number (work item number), and item paragraph number.
2. A description of the conditions found with supporting data. This data should include sketches, photographs, and calculations, with actual readings and dimensions, when necessary to make the conditions clearly understandable to the COTR. Said condition reports shall also state the Contractor's recommended course of corrective action for the noted discrepancy and a list of materials required.
3. Include a statement regarding the conditions effect on the subject work item and other work items; and a statement about the conditions and recommendations effect on the production schedule and/or critical path. Include a statement as to whether all work on the item is stopped pending a response.

Submit Requests for Work Deviations

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

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

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

Accomplish Joint Vessel Inspection.

The Contractor and COTR shall complete a joint arrival inspection 48 hours prior to arrival at the Contractor's facility to document general conditions on the vessel. Topside areas, interior passageways, anticipated major work areas, the engine room and shaft alley shall be inspected.

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

Provide Closures Against Weather

The contractor shall use existing closures and provide temporary closures as necessary to prevent intrusion of weather related elements (rain, snow, sleet, etc.), into the vessel.

Temporary closures materials may include the use of plywood, canvas, herculite or other materials at the contractor's option and expense to cover temporary access openings or the opening of doors, scuttles and cargo hatches for periods in excess of 24 hours. Additional protection from sandblast grit intrusion shall be provided per a separate item.

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

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

Workmanship

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

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

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

Contractor Use of Vessel Equipment and Materials

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

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

Cleanliness, Tests and Job Completion

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

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

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

Performance Criteria/Deliverables:

Joint arrival inspection video tape and condition report.

PLANNING AND SCHEDULING

Scope of Work:

The contractor shall prepare and submit for review and acceptance by the COTR accurate contract data which is relevant to the scheduling, progressing, material status, and completion status of the repair availability. The associated reports should be indicative of the planning and scheduling required to ensure an integrated and timely completion of all specifications, and to ensure the contract delivery date is achieved.

Prepare a Production Schedule inclusive of all Work Items identified in the solicitation, including subcontracted work. Schedules developed shall include supplemental and optional work items indicating that the contractor has the production capacity and resources to accomplish such work without impacting the completion date of the availability. The production schedule shall be comprised of:

A time-sequenced critical path method (CPM) generated Gantt Chart that contains the following:

Scheduled key events and milestones.

Critical path and controlling work items clearly indicated.

Scheduled start and completion date of the production work for each item. Controlling or critical path work items shall be further divided into the major activities. Typical major activities to be shown include: material procurement (including latest allowable receipt date to maintain schedule), interference removal, removal from the ship, disassembly, shop repairs, reassembly, reinstallation, testing, checkpoints and regulatory inspection and survey requirements.

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

Progress shall be shown on the schedule as completed activities and work items.

The Production Schedule and associated reports identified above shall be delivered to the COTR within (3) three days of award of contract, and shall be updated weekly, one day prior to all weekly progress meetings, to reflect the addition, deletion, or modification of Work Items, and changes made by the Contractor.

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

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

The subcontractor list shall include:

- " Work Item and paragraph number.
- " Specific work to be accomplished.

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" Subcontractor's business address and telephone number.

Participate in a weekly progress meeting at a place and time mutually agreeable to all parties. The contractor representative shall be authorized to make management decisions relative to the requirements of the contract.

In addition to percent of work complete, the contractor shall be prepared to discuss the following:

" Production schedule in terms of changes to the milestones and key events, controlling items, critical path, float, and schedule recovery.

" Planned production manning verses actual manning.

" Major problems for each item and proposed corrective action.

" Factors that may impact the availability milestones and contract completion, and recommended courses of action.

Submit four copies of the following information to the COTR one working day prior to the progress meeting:

" A progress report listing each work item number, item title, current physical progress percent complete, and percent complete for the three weeks previous to the current week.

" A revised weekly Production Schedule

Definitions:

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

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

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

Milestone - A significant availability event identified in the solicitation, by the COTR, or by the contractor.

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

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

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

Float - The amount of time an event can be delayed without delaying the start of subsequent activities.

INTERFERENCES

Costs associated with the below described work and conditions shall be charged to the applicable CLIN.

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INTENT

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

LOCATION OF WORK: Throughout the Vessel

STATEMENT OF WORK

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

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

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

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

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

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

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

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

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

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

Install new fasteners and gaskets when reinstalling interferences.

Restore compartment, equipment, and systems labeling.

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

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

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

DECK PROTECTION

Provide and maintain deck protection immediately upon vessel arrival and maintain throughout the industrial period.

Immediately upon Notice to Proceed and prior to allowing workers aboard, lay a protective covering of (1/8") thick fire retardant plywood or equal secured with duct tape on all interior passageways which will be used as main traffic areas during the contract time frame.

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Protective coverings are to be maintained throughout the contract performance period. The contractor shall periodically inspect all such coverings and shall repair or replace any damaged areas. In the event that liquid spillage occurs, which may wet floor areas underneath the protective covering, all affected covering shall be removed, the decks thoroughly cleaned and dried and the protective covering replaced with new.

Upon completion of all industrial activity, when directed by the COTR and before the contract completion, the contractor shall accomplish the following:

Remove and dispose of all protective deck and bulkhead coverings.

Damage to and soiling of any floor/tile coverings as well as bulkhead and overhead surfaces will be repaired and/or cleaned at the contractor's expense, and to COTR's satisfaction.

Clean, wax and machine buff all tiled deck areas associated with the specified work.

All protective covering shall be fire retardant and tear resistant heavy paper or fabric covering. The covering is to be installed with continuous duct tape on all edges of fabric. Remove covering when all work is completed.

CHEMIST GAS FREE CERTIFICATE

Costs associated with the below described work and conditions shall be charged to the applicable CLIN.

INTENT

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

REFERENCES: OSHA 29 CFR, Part 1915

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

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

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

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

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

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

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Furnish a Certificate of Certification (OSHA form # 73) to the COTR for Competent Persons under the cover of a serialized contractor report.

Furnish certified "Marine Chemist's Certificates" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) as required by this specification for all growth and new work items. The cost of "Marine Chemist's Certificate" and "Log of Inspection and Tests by Competent Person" (OSHA Form #74) shall be included in each growth or new work delivery order.

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

Performance Criteria/Deliverables:

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

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

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

FIRE PROTECTION AND HOUSEKEEPING

INTENT

Provide fire protection services to meet the requirements of vessel fire safety during the availability per the provisions of Reference 1 and the below listed requirements.

References: OSHA 29 CFR Part 1915

Charge ship's firemain as per CLIN 003, "SERVICES". In the event that pressurization to the deck riser is lost for any reason, the contractor must terminate all heat-producing evolutions (such as hotwork) and all fire-hazardous evolutions (such as spray painting), until pressure to the deck riser is restored. The contractor shall submit a Condition Report to the COTR identifying the cause and corrective action taken within 24 hours of the occurrence.

Within 2 days after the Notice to Proceed, the contractor will tour the ship, with a senior representative of the organization having primary responsibility for major fire fighting responsibility (local public fire department), with the chief mate and the COTR.

Provide trained fire watch personnel, in accordance with Reference 2.1, and appropriate fire fighting equipment during all hot work operations including but not limited to welding, grinding, chipping and cutting. Fire watches and equipment shall meet the following requirements as a minimum:

All personnel assigned as fire watches shall be dedicated to that task and no others. Each fire watch shall be equipped with a fully charged and operable fire extinguisher, and will remain at the job site for at least 30 minutes after the completion of the hot work. No more than four workers performing hot work shall be attended by a single fire watch, and the fire watch shall have clear view and immediate access to those four workers. If multiple blind compartments or spaces are involved in any hot work job, fire watches shall be posted simultaneously in each area.

Where hot work is performed on a bulkhead, overhead, or deck, combustible material will be removed from the vicinity of the hot work on the opposite side and a fire watch will be posted at each location.

Oxygen, acetylene, and gas supply manifolds and cylinders shall be located on the weather decks.

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At shift change, and other times when not in use, torches and gas supply hose shall be removed from confined spaces. Open end fuel and oxygen hoses shall be removed immediately from confined spaces when they are disconnected from the torch or other gas consuming device.

Upon completion of each hook-up to fuel/oxygen gas system and prior to use, a drop test in open air shall be accomplished to include the torch, hoses, and gages.

Use fire retardant materials aboard or immediately adjacent to the ship for temporary staging, covers, deck covering, and ventilation ducts.

Storage of material aboard the vessel shall be limited to that which is required for the work in progress.

Crating and packing shall be removed prior to bringing material or equipment aboard, unless necessary for handling, in which case the crating and packing shall be removed immediately after it is brought aboard.

At least one access to the main machinery space shall remain unobstructed with service lines, etc.

Flammable liquids with a minimum flash point of 150°F or less, including degreasers, solvents, and fuels shall not be kept aboard the vessel when not in use.

Accomplish a housekeeping and fire prevention inspection on a weekly basis. The inspection shall be made jointly with the COTR. A written report of the discrepancies and corrective actions to be taken shall be prepared by the contractor with copies distributed to the COTR by the next working day.

Report verbally each accident, injury and fire on the vessel involving contractor/subcontractor personnel to the COTR as soon as management becomes aware of such an event.

Provide a formal written report of the event to the COTR within 24 hours of each incident. The written report shall contain the name and ID number of each injured person, date and time of accident/fire, extent of personal injury or property damage, contractor/subcontractor name, contract number, vessel name, location of event (incl. space or compartment), type of accident/fire, and a brief description of the incident including pertinent occurrences/actions before and after the incident.

Performance Criteria/Deliverables:

Tour of vessel at vessel arrival

Trained and dedicated fire watches

Weekly housekeeping/fire prevention inspection and report .

Accident, injury, and fire incident reports

CONTROL OF HAZARDOUS MATERIALS

Costs associated with the below described work and conditions shall be charged to the applicable CLIN.

INTENT

To ensure the proper handling and disposal of hazardous materials.

LOCATION OF WORK Throughout the ship.

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No asbestos materials shall be installed on the vessel during the conversion and repair work.

The Contractor may find materials onboard the ship that are hazardous to health. These include but are not limited to coatings containing lead compounds, PCB's and zinc chromate. All such materials shall be handled, removed, stored, and disposed of by the Contractor in accordance with all Federal, State, and Local regulations. All contaminants used or generated during work in this specification shall be disposed of in accordance with Federal, State, and Local regulations. Any costs involved in removing or disposing of this material shall be borne by the Contractor.

All disposals shall be documented with a serialized contractor report describing the disposal method with a manifest attached. Contact COTR for MARAD form for disposal of hazardous materials.

CONTRACTOR & GOVERNMENT FURNISHED MATERIAL CONTROL

Costs associated with the below described work and conditions shall be charged to the applicable CLIN.

INTENT

Provide and maintain a property control system for contractor and government furnished material and equipment.

STATEMENT OF WORK

Contractor Furnished Material: Provide and maintain an accurate and thorough system for assuring property control, including documentation, for the ordering, receipt, issue, storage, transfer, and disposal of Contractor-furnished material and equipment (CFM/CFE).

All material, equipment, etc., shall conform with the specification requirements, and unless otherwise specified, shall be at least equal to that of the original, be certified by an established industry-wide recognized firm for marine application, and in full compliance with the rules, regulations and requirements of the American Bureau of Shipping (ABS) and U. S. Coast Guard (USCG), where applicable.

Compliance with this requirement must be verifiable by presentation of the purchasing and material receipt records when requested by the COTR.

Where the terms "or equal" or "equivalent" appear in the work items or subsequent delivery orders the following definitions shall apply:

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

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

Government Furnished Material: Provide and maintain an accurate and thorough system for assuring property control, including documentation, of the receipt, issue, storage, transfer, and disposal of Government-furnished material and equipment (GFM/GFE).

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Inspect GFM immediately upon receipt for possible shipping damage.

Note any damage on carrier's copy of the Bill of Lading and notify the COTR.

Submit a condition report forwarding one signed copy of the Bill of Lading to the COTR.

Inspect GFM within two working days of receipt to verify conformance with description and requirements.

Submit a condition report notifying the COTR of any nonconformance within one working day of inspection.

Maintain records for Government Furnished Material containing the following information:

- (1) Ship's name.
- (2) Contract Number and Work Item numbers.
- (3) Date received.
- (4) Shipping document or Bill of Lading number.
- (5) Date issued.

Material and equipment furnished by the Government that is not used in the performance of this contract shall be returned to the Government in the same condition as received.

Submit a condition report to the COTR listing excess material and equipment to be returned, and requesting direction as to the return of the material.

Material permanently removed from the ship for replacement, substitution, or elimination, whether serviceable or not, including equipment, parts, salvage and scrap material shall be processed as follows:

Inventory, identify, and tag or otherwise mark such property. Identification shall include ship's name, contract number, work item numbers, item description, physical condition, and quantity.

Submit the inventory via a condition report of the inventory to the COTR requesting direction as to the disposition of the material/equipment. The COTR shall determine which materials are to be retained by the government and will give appropriate direction to the contractor. Material not identified for government retention will be designated as salvage or scrap by the COTR. For scrap or salvage material, the contractor shall submit a proposal supported by invoice to credit the government for the value of the salvage or scrap.

The contractor shall include costs of transporting removed items to the MARAD warehouse, located at NAS Alameda, Ca.

All deliveries to the MARAD warehouse shall be documented with a Property Turnover (Transfer) Notice. Upon completion of each delivery a signed copy of the related Property Transfer Notice shall be submitted to the COTR under the cover of a serialized contractor report.

Prior to making any delivery to the MARAD warehouse the contractor shall contact the warehouse supervisor to arrange a time for delivery. Phone: 510-337-5155.

Performance Criteria/Deliverables:

Condition report - GFM Bill of Lading

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Condition report - GFM nonconformance notification

Condition report - GFM excess material report

Condition report - GFM removed equipment report

REFERENCES

Federal Acquisition Regulations

INSPECTION SYSTEM AND REGULATORY BODY LIAISON

INTENT

The contractor shall maintain a written inspection system for the purpose of identifying, accomplishing, and documenting each test, inspection, and checkpoint required by the specifications.

The contractor shall initiate and maintain liaison with the United States Coast Guard (USCG) and the American Bureau of Shipping (ABS) for the purpose of identifying and accomplishing all tests, inspections, approvals, examinations, and certifications related to the Work Item repairs/equipment's under their purview.

STATEMENT OF WORK

Meet with USCG and ABS to determine all regulatory requirements related to Work Item repairs and equipment. Provide USCG and ABS with a copy of the specification package.

The Contractor shall call out ABS and USCG for tests and inspections when as required. ABS fees are already paid by the Maritime Administration under a separate purchase order.

Provide all required regulatory approvals and preliminary certificates of material and workmanship to the COTR prior to the acceptance of those Work.

Maintain a documented and functioning inspection system.

Provide an Inspection Plan with separate inspection and testing documentation for the entire specification. The documentation shall identify each inspection, test, and checkpoint required by all Work Items. Also identify all tests, inspections, approvals, examinations and certifications required by the United States Coast Guard (USCG) and the American Bureau of Shipping (ABS) for completion of the work items.

Identify each characteristic of the item to be tested and list the accept/reject criteria for each characteristic (e.g. air test; two PSIG for ten minutes; no drop). It is the contractor's responsibility to assure acceptance criteria are in accordance with the specifications, contract, applicable regulations and regulatory body requirements. Any additional requirements for detailed testing or process control procedures will appear in the individual specifications.

Identify all inspection actions and tests necessary to ensure conformance of subcontractor material and workmanship to include both shipwork and work accomplished at the subcontractor's facility.

The Inspection Plan shall be revised and updated as work proceeds on each item, and shall be available upon request of the COTR.

Maintain records of completed inspections and tests, including those accomplished by subcontractors. The records shall:

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Document the specific inspection actions or tests, and provide the objective quality measurements and attributes used as a basis for acceptance of the work.

Document all rejected work, corrective actions taken, and the objective quality evidence offered by the contractor as assurance of the conformance to the specifications.

Records shall include the ship's name, contract number, item number, date, and signature of the contractor authorized representative who witnessed or performed the test or inspection.

The inspection plan records for each work item shall include a reference to any quality deficiency reports of defects for which a written response is required to the COTR.

Contractor's inspection records are an integral part of the work accomplished. The COTR will not consider the work item complete if the contractor's documentation and records are not complete. Records are to be maintained for a period of ninety (90) days after final payment is made and the contract is closed by the Government.

Notify the COTR at least four hours, but not more than two working days, prior to commencing the specific CHECK POINT requirements. Document the date and time of the COTR's notification. If a CHECK POINT is to occur after normal day shift working hours, on a weekend or federal holiday, The COTR shall be notified at least four hours before the end of the last preceding normal day shift.

Proceed with the test or inspection if the COTR is not present, provided the required advance notice has been furnished.

In the event that work cannot be completed to a CHECK POINT for any reason, and work progress would be delayed in waiting for the total completion of work to the CHECK POINT, the COTR, upon request, may conduct a partial inspection of the work. Partial inspections shall be noted on the inspection form.

All of the record/documentation requirements of this item shall be kept current and made available to the COTR upon request throughout the availability.

Inspection by the COTR or other authorized Government representative is for the purpose of verifying the proper function of the Contractor's quality assurance measures, and is not to be used as a substitute for in-process control of quality by the contractor.

PAINTING GUIDELINE

INTENT

It is the intent of this item to provide general guidelines that shall be followed wherever and whenever surfaces are prepared to be coated or paint or coatings are applied.

REFERENCES

MARAD Coating Guidance

ITEM LOCATION/DESCRIPTION

LOCATION: Throughout vessel.

STATEMENT OF WORK

All coatings are to be applied under the Paint Technical Representative's direct supervision. No application of coatings shall be made until the prepared surfaces are approved by the Paint Technical Representative and MARAD COTR or his

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Representative. The Contractor is to arrange for such inspections prior to the initial coating and prior to each subsequent coating.

Any grit abrasive used for blasting shall be dry, have the proper pH, meet requirements on the paint manufacturer's product data sheet and be acceptable to the on-site Paint Technical Representative.

All paint used shall be completely mixed making certain bottom sediments are in suspension. Thinning shall only be done in accordance with the manufacturer's instructions and after final approval by the COTR and the Paint Technical Representative. Final coverage shall be as specified by the paint manufacturer and this specification.

All coatings shall be sprayed or applied with rollers and/or brushes in accordance with the paint manufacturer's instructions. Every attempt should be made to minimize overspray. Areas found to contain runs, overspray, roughness or any other film irregularities shall be repaired or recoated as directed, at Contractor's expense.

The final dry film thickness (DFT) readings shall be taken and recorded through use of an ultrasonic thickness instrument. A detailed report outlining the preparation, coating system and quantities of material shall be provided to MARAD COTR.

Staging for painting shall be absolutely free from grit when any coating is being applied.

Outdoor coatings shall not be applied under unfavorable weather conditions.

Freshly applied coatings are to be protected from blasting in adjacent areas.

Steel temperature shall be a minimum of five (5) degrees Fahrenheit above the dew point of the air prior to the application of any and all coatings.

Relative humidity shall be no higher than 85 - 90 percent at the time of coating.

Coatings shall not be applied when condensation/moisture is present on the surface.

All surfaces will be swept free of debris and blown down with compressed air prior to any coating system being applied.

No coatings shall be applied to surfaces on which oxidation has commenced

Drying and recoating times of the manufacturer shall be strictly adhered to.

In touch-up painting where only localized areas or spots require painting, removal of old paint shall extend beyond the edges of the spot until an area of completely intact and adherent paint film is present. The edges of the remaining tightly adherent paint around the area to be repainted shall be feathered down sufficiently to avoid a "patch work" effect. Overlap new paint over existing coating by at least 2 to 3 cm.

Safety precautions shall be employed to protect personnel and to prevent damage to the vessel and its equipment during all phases of painting operations.

COATING NEW AND DISTURBED AREAS

All new and disturbed areas for each work Item carried out by the Contractor are to be prepared and coated per the following coating specification. Coating manufacturers may be substituted on an as equal basis with reference to the MARAD Coating Guidelines (Latest Revision) along with the COTR prior written approval.

Color is to match the existing/surrounding surfaces color scheme.

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All disturbed areas shall be prepared for coating to SSPC-SP3 standard with power tools. Apply touch up coating in accordance to MARAD Coating Guidance Manual

New steel, where practical, shall be prepared for coating to a SSPC-SP10 standard by blasting and then primed with shop primer to a DFT of 3 mils. Further coating is required as noted above.

These requirements are general. Coating systems specified in individual work items, such as underwater hull coating, will take precedence.

The cost of coating new or disturbed areas required for each specification Item is to be included within the applicable Item.

CLIN 001 SHIP TRANSPORTATION - OPTION ITEM
CLIN 001A SHIP DELIVERY

ABSTRACT

This is an optional item, in the event that the ship is delivered by the Government to the contractor's facility, vice CLIN 002A, "Shifting Towing To Shipyard", provide services to accommodate delivery.

STATEMENT OF WORK

Delivery of the Ship:

The U.S. Government shall deliver the ship to a point just off the Contractor's Plant for the purpose of the accomplishment work as specified in these specifications. The ship shall proceed to the Contractor's plant under its own power.

The Contractor shall furnish tugs, pilots, and line handlers to receive, position and tie up the ship, upon arrival, at a wet berth, or in drydock.

CLIN 001B SHIP REDELIVERY

ABSTRACT

This is an optional item, in the event that the ship is redelivered by the Government from the contractor's facility, vice CLIN 002B, "Shifting Towing from Shipyard", to provide services to accommodate redelivery.

STATEMENT OF WORK

Redelivery of the Ship:

Upon completion and acceptance of all work specified in these specifications the ship shall depart from the Contractor's Plant with Contractor assistance as specified in this item.

The Contractor shall redeliver the ship to the COTR at Contractor's Facility, after successful tests, dock trials and sea trials (if required), complete and ready for service in full accordance with the Contract and this specification.

The ship shall depart from the Contractor's plant under its own power. The Contractor shall provide line handlers, labor, equipment, tugs and pilots to assist the ship in its departure.

CLIN 002 SHIFT & TOWING - OPTION ITEM
CLIN 002A SHIFTING TOWING TO SHIPYARD - OPTION ITEM

ABSTRACT

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This is an optional item to prepare and perform the movement of the vessel T.S. Golden Bear from the California Maritime Academy (Vallejo, CA) to the contractor's facility by tow. If this item is not initiated, the vessel will be delivered to the Contractor's facility by the California Maritime Academy staff, under it's own power, per CLIN 001A.

STATEMENT OF WORK

Provide necessary tugs, tow preparation, pilots, riding crew and line handlers plus all required equipment and permits to pick up vessel at California Maritime Academy, and deliver vessel to contractors facility.

Contractor to install existing shaft and rudder locks prior to each tow. Securing loose gear for ocean tow shall be by lashing and shoring. No taping will be allowed.

All vessel moves are for the Contractor's account. All disconnection's and reconnection of services to the vessel are for the contractor's account.

Riding crew are to be equipped with adequate portable radio transceivers.

Contractor is to meet with the ship's Master and MARAD COTR at least 72 hours prior to delivery to the contractor and again prior to redelivery, to discuss scheduling of both tows.

Facilities outside San Francisco Bay Area. In addition, if vessel is towed to/from Contractors repair/drydock facility outside San Francisco area, Contractor to provide services of qualified marine surveyor satisfactory to Contractor's insurance carrier and is to comply with recommendations for suitability or arrangement for a trip in tow. Tower's insurance is required. Provide three (3) portable sanitation facilities on stern of vessel for use of riding crew during tows.

CLIN 002B SHIFTING TOWING FROM SHIPYARD - OPTION ITEM

ABSTRACT

This is an optional item to prepare and perform the movement of the vessel T.S. Golden Bear to the California Maritime Academy (Vallejo, CA) from the contractor's facility by tow. If this item is not initiated, the vessel will be redelivered to the California Maritime Academy by the Academy staff, under its own power, per CLIN 001B.

STATEMENT OF WORK

Provide necessary tugs, tow preparation, pilots, riding crew and line handlers plus all required equipment and permits to tow vessel to California Maritime Academy. Tow vessel back to California Maritime Academy once all work is completed and accepted by the COTR. Tower's insurance is required.

Contractor to install existing shaft and rudder locks prior to each tow. Securing loose gear for ocean tow shall be by lashing and shoring. No taping will be allowed.

All vessel moves are for the Contractor's account. All disconnection's and reconnection of services to the vessel are for the contractor's account.

Riding crew are to be equipped with adequate portable radio transceivers.

Contractor is to meet with the ship's Master, John Keever, and MARAD COTR at least 72 hours prior to redelivery to the MARAD COTR, to discuss scheduling of both tows.

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Facilities outside San Francisco Bay Area. In addition, if vessel is towed to/from Contractors repair/drydock facility outside San Francisco area, Contractor to provide services of qualified marine surveyor satisfactory to Contractor's insurance carrier and is to comply with recommendations for suitability or arrangement for a trip in tow.

Provide three (3) portable sanitation facilities on stern of vessel for use of riding crew during tows.

CLIN 003 SERVICES

ABSTRACT

To provide all necessary services for the duration of yard period that are necessary for all work specified to include the estimated supplemental work, unless otherwise negotiated and documented by delivery order or modification to the contract. Office space, hardware and software, and parking, shall be provided for the duration of the yard period, two days prior to the ship's arrival, and two days after ship departs.

STATEMENT OF WORK.

BERTH

Provide a suitable berth with adequate fendering where vessel may lie safely afloat awaiting entering drydock and/or awaiting return to California Maritime Academy.

Contractor to supply all mooring lines. Vessel's lines may not be used. The Contractor shall also provide the services of line handlers and labor necessary to handle and move all mooring lines for all vessel movements. Rat guards shall be provided by contractor and be properly secured and maintained to all mooring lines, service hoses, and cables while at the contractors facility.

All berths must be suitable to berth the ship at full load displacement.

GANGWAYS

Provide a sturdy gangway of adequate length for safe access to and from vessel during contract period whether vessel is afloat or on drydock. Gangway shall have adequate safety railings, safety net, and suitable lighting. An additional gangway shall be installed for emergency egress at all times the ship is at the contractor's facility.

TUGS, PILOTS, LINEHANDLERS

Contractor shall provide tugs and pilots for arrival, departure, and as required to shift vessel for performance of work during the contract period, and shall provide labor to handle lines and gangways for all moves.

SHORE POWER

Contractor shall provide heavy-duty shore power cable in good condition, connect and disconnect as necessary, and supply shore power to vessel (800 amp, 450 volt, 3 phase, 60 Hz) while the vessel is in Contractors facility, with phase protection. The A/C electrical power shall be maintained and monitored continuously at a maximum of 460v, with a minimum of 440v at ships power connection.

FIRE PROTECTION

Contractor shall provide qualified and trained fire watch person(s) and supply portable fire extinguishers at all times in each area/compartments, properly equipped, where burning or welding is being done.

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Provide a shore line to ship's firemain deck riser. Charge to 100 psi at 300 gpm for the duration of the yard package.

On a daily basis, a contractor's safety representative shall conduct a walk-through of the ship with the ship's Chief Mate.

CHEMIST CERTIFICATE

Contractor shall provide gas-free certificate, "Safe for Men, Safe for Hot Work", daily for each area requiring burning or welding. Certificates shall be issued only by a certified "Marine Chemist" or "Competent Person" as defined by USCG Regulations and OSHA requirements as applicable.

VENTILATION/PORTABLE LIGHTS

Contractor to provide all necessary labor and equipment to provide ventilation and/or portable lights for all workspaces specified.

WATCHMEN

Contractor shall furnish 24 hour services of bonded, uniformed security guards on board the vessel three (3) shifts of eight (8) hours each from vessel's arrival at Contractors facility until redelivery.

Guards are to be instructed that Contractor personnel are forbidden access to any part of vessel unnecessary to complete work items, except under emergency conditioned such as fire or storm, etc.

Security guards are to provide and keep a log book and record conditions found while checking the vessel at periodic (minimum one every four (4) hours) intervals and log in all visitors with their respective affiliations and time on and off the vessel.

Contractor to furnish a phone line at the quarter-deck capable of making local calls and having an inside (shipyard) line.

On departure day of the ship, provide the COTR with a copy of the deck visitor's log.

STAGING

Contractor to furnish and erect staging necessary to access work as specified, and remove upon completion. Staging costs shall be included within each CLIN item in which it is required.

CRANE SERVICE

Contractor to provide crane service necessary to accomplish all work specified. In addition to the above described crane service, provide the ship's force with 8 separate crane lifts. A lift shall normally encompass a pallet or triwall, not to exceed 2000 pounds. The lift shall include rigger services, trucks and forklifts, as necessary to move material on and off the ship. MARAD COTR will give the Contractor 4 hours notice for each lift. The Contractor is responsible for developing a chit system for lift accountability to keep track of the number of lifts.

DEBRIS REMOVAL

Contractor is responsible to return the vessel to the government in as clean a condition as when the vessel arrived at contractor's facility. A joint walk through inspection is to be made at vessel's arrival to ascertain general condition of vessel and a final walk at prior to vessel's departure.

Contractor is to remove on a daily basis all generated trash in each workspace and properly dispose of it.

SHIPBOARD TELEPHONES

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Contractor to furnish services of one (1) telephone in the below listed spaces with unlimited local calls. Use of the ship's PBX system is acceptable. User will use personal credit card for long distant calls.

Chief Engineer's office
Storekeeper's office
Chief Mate's office
Master's Office

Provide the COTR with 6 copies of the shipyard's telephone directory upon arrival of the ship.

CLEANLINESS OF SHIP

Document the cleanliness of the ship upon arrival at the contractor's facility by videotaping all areas of the ship to be worked and transited by workers this yard package.

POTABLE AND SANITARY WATER AND SEWAGE

Contractor to furnish temporary drinking fountain or bottled, refrigerated cooler and services aboard vessel in chief engineer's office, Mate's office, and engineers' log office. For estimating purposes, 30 gallons per week total.

Provide hook up of potable and sanitary water to ship's riser. Minimum of 60 psi supply pressure.

Provide sewage connection from vessels overboard connection.

OFFICE

Provide the MARAD Representative (1 surveyor) with office space and furnishings.

FAX

The contractor shall install desk laser jet printer, or equal. Provide a plain paper fax machine connected to one dedicated telephone line 24 hours a day, daily, complete with an adequate supply of paper.

PARKING

Provide seven parking spots outside the MARAD office for use by MARAD personnel. The parking spots shall be marked as directed by the COTR.

Provide 12 parking spots immediately outside the contractor's facility for ship's force parking. These spaces shall be marked accordingly.

SHIP SAFETY

Contractor shall not run any service hoses or cables through vessels water tight doors or fire screen doors without providing adequate means of quick disconnect.

Office space, hardware and software, and parking, shall be provided for the duration of the yard period, two days prior to the ship's arrival, and two days after ship departs.

CLIN 004 DRY-DOCKING

ABSTRACT

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The Contractor shall furnish all labor, material and equipment necessary to drydock the vessel.

REFERENCES/ENCLOSURES

Docking plan, dwg no. 085-6253001 (latest revision)

STATEMENT OF WORK

Contractor shall submit COTR intended docking plan showing location, size and height of blocks ten days prior to docking. Calculations to be submitted comparing block loading of contractor plan to that shown on the docking plan.

The contractor shall verify the soundings in order to insure proper blocking and loading. The Contractor shall supply clean, treated fresh ballast water as and if necessary for docking.

The Contractor shall provide a suitable drydock, certified by a recognized Drydocking Certifying Authority (i.e. NAVSEA, Crandall, ABS Tec, and/or Lloyds).

A copy of the Drydock Certificate shall be submitted to the COTR prior to award of the contract and the original shall be made available for inspection by the COTR.

The Drydock Certificate is to show issue date, expiration date and lift capability. A material condition survey report will not be accepted in lieu of a certificate.

The vessel is to have exclusive use of graving/floating drydock. Set dry-docking blocks in accordance with the builder's Docking Plan and dock the vessel to perform underwater cleaning, hull inspection, coating, hull repairs and regulatory body inspection surveys as required by this work package. Blocking is to be fabricated out of hard wood blocks. Normal blocking is set at 5' minimum. At all times the dock is to safely support the vessel. Blocks are to be in good condition without excessive checking. Blocks are to be capped with new or good condition soft blocks to be dogged or lagged together. No blocks are to be placed in way of sea chests, transducers, or other hull appendages. The Contractor shall provide a suitable, stable working platform which will make the underwater hull accessible for viewing and repair. Prior to docking the vessel, the Contractor will arrange to meet with the COTR on the drydock for a blocking check.

The Contractor shall hold docking and undocking conferences at least one day prior to docking and undocking the vessel. These conferences shall be attended by the COTR, Master, Chief Engineer, and Dock Master who will be present during the docking/undocking evolution.

Submit to the COTR at the time of the conference, a plan for the docking/undocking that includes at least the following information:

- " Time of high tide and the amount of rise and fall and water depth over the blocks.
- " Tug and pilot information.
- " Line handling plan.
- " Owner's requirements.
- " Weight control procedures.
- " Electrical shore power arrangement.
- " Electrical grounding arrangement.

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- " Plan for the continuation of general ship's services.
- " Transfer of liquids to facilitate drydocking.
- " Blocking position report.

Ballast and trim the vessel as required for the docking and undocking. The Contractor shall be responsible for storage of fuel oil and disposing of non-fixed ballast as necessary to drydock the vessel. Drydock the ship in position number one (1). By shipyard records vessel was docked in position #3 in 2002, position #2 in 2000 and position #1 last in 1998. Remove and shift blocks as required to accomplish work required by other Work Items and to permit examination of all peak and double bottom tank drain plugs, fathometer diaphragms, and other underwater appurtenances by the ABS Surveyor, USCG, and COTR.

The Contractor shall in no case transfer ballast or fuel while the ship is in dock without specific permission of the COTR.

NOTE: The Contractor shall return the vessel, upon completion of the contract, ballasted and trimmed to the condition as it was when received to perform the repairs required herein. Contractor to re-ballast vessel as necessary to arrival conditions utilizing clean treated fresh water ballast.

Upon completion of drydocking work items as set forth in the basic work specification, the Contractor shall notify the COTR, ABS, and USCG 24 hours prior to undocking the vessel.

Trial float the vessel at a time and date mutually agreeable to the Contractor and the COTR. Stop flooding at the point where the hull penetrations are submerged but before the ship lifts off the blocks. Perform a watertight integrity inspection of the hull, hull penetrations and sea valves below the water level in company with the attending ABS Surveyor, U.S. Coast Guard Marine Inspector and the COTR. Upon the mutually agreed satisfactory completion of the inspection and if it is safe to float the ship, continue flooding and complete the docking/undocking.

Undock the vessel upon completion of all repairs. Berth the vessel in a suitable berth for the accomplishment of all other specified work requirements.

Prepare and furnish to the COTR four (4) copies of a drydocking report (MA-57) within five days of the undocking of the vessel.

CLIN 005 HULL WASHING AND HULL INSPECTION

ABSTRACT

Water wash underwater body of hull to remove salts and marine growth; perform a visual inspection and report findings.

REFERENCES/ENCLOSURES: (available on board)

General Arrangement, Outboard Profile, Navsea Dwg. No. 101-625-1973
 Docking Drawing, Navsea Dwg. No. 085-6251366

STATEMENT OF WORK

Contractor to provide labor and equipment to high pressure fresh water wash the entire underwater hull from keel to top of 01 Level bulwark at 3,000 to 5,000 psi, immediately after the vessel is drydocked and still wet to assure the removal of dirt, slime, marine growth & fouling and other foreign substances. Do not use pressure higher than that necessary for removal of marine growth, dirt and salts.

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Contractor is to inspect the hull for evidence of hull damage, paint failures, condition of zincs, condition of bilge keel, and any other deficiencies. Contractor to submit COTR written report of conditions found and recommendations for correction if any.

Conduct a visual inspection, accompanied by the COTR, of all overboard discharges and sea suction to prove that they are clear at least 24 hours before undocking the ship. Prior to flooding of the drydock, the Contractor and his supervisory personnel, together with, COTR, Ship's Master and Chief Engineer shall conduct a final inspection of the vessel to ensure that watertight integrity condition is satisfied.

Submit to the COTR, three (3) copies of Docking Reports, to reflect all data as a result of all drydock related work.

Provide services of ELCAT field representative (see CLIN 018) to inspect and report on hull mounted anodes, associated electric shields and reference anodes. Two visits (minimum) are required, one when the ship is waterborne; another when the ship is on the drydock. Both visits shall be coordinated to occur M-F 8-5 and be scheduled to provide technician contact with Chief Engineer.

CLIN 006 HULL AND SEACHEST GAUGINGS AND INSPECTION

ABSTRACT

Perform hull inspection and ultrasonic thickness gaugings on hull and seachest plating and close-up inspection and gauging of all through-hull penetrations for COTR, USCG and ABS.

REFERENCES

Vessel's Shell Expansion drawing No. 111-6251233 and hull unit drawings as required (available on vessel)
Edge Inspection Group, Inc Hull Gauging report dated November 2007 for tank internals, three girth belts, weather decks and peak tanks.

ITEM LOCATION / DESCRIPTION

Item Location: Shell plating of vessel in drydock.

Item description: Perform a complete set of hull and seachest gaugings and hull inspection to satisfy USCG requirements for preparing vessel for UWILD, and complete ABS special survey requirements. Also perform a close-up inspection and gauging of suspect areas at all through hull penetrations including waster piece below waterline.

STATEMENT OF WORK

Provide all staging, hoists, support and sub-contract services to perform a complete set of hull and seachest gaugings and underwater hull inspection for USCG and ABS while vessel is in drydock.

Obtain the services of an ABS certified and USCG approved UT technician to perform all gaugings. Gaugings shall be taken as directed by COTR to meet the requirements of the USCG inspector and ABS surveyor attending the drydocking.

Perform a complete set of gaugings on all hull plating to meet USCG & ABS requirements for Special Survey #4. Arrange for ABS, USCG and COTR to witness gaugings and inspections as required. The underwater survey shall include a general examination of the hull plating and a detailed examination of all hull welds. The USCG will require belt gaugings at the bow, stern, and midships and along the wind and water strake and at least five points on each plate, evenly spaced, where ultrasonic gaugings will be taken. The ABS will also require gaugings at three specified girth belts in the midship half-length along with all plating in two wind and water strakes & keel plates port and starboard full length. The gaugings shall meet the requirements of both regulatory bodies without duplicating effort.

All sea-chests and through hull fittings shall be close-up inspected. Seachests shall have complete gauging performed. Any suspect areas of through hulls or waster pieces shall be gauged, included in report, and have recommendation for address. As

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found reports with any recommendations for replacement shall be made early in availability to avoid causing delay in vessel delivery.

Provide 4 copies of a typewritten report in approved ABS/USCG format showing location of UT measurements and original plate thicknesses. Report should highlight gaugings in way of two girth belts in midship half-length of vessel as specified by COTR, and gaugings specified by USCG inspector & ABS Surveyor.

Return to proper condition any coatings or materials disturbed by UT operation.

DELIVERABLES

Provide COTR with reports cited above.

CLIN 007 UNDERWATER HULL PREPARATION & COATING

ABSTRACT

This item describes the requirements for the contractor to prepare and coat the vessel's underwater hull and boot top (approximately 43,000 sq-ft) in good order as detailed herein.

REFERENCES

Booklet of Gen'l Dwgs, Navsea Dwg. No.801-6251226, (available onboard)

Docking Drawing, Navsea Dwg. No. 085-6251366, (available onboard)

Golden Bear UWILD Hull markings drawing 1993-S28-3-1, (available onboard)

GA, Outboard Profile, Dwg No. 101-625-1973, (available onboard)

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

MARAD SHIPBOARD COATING GUIDELINES

ITEM LOCATION/DESCRIPTION

Location: Ship's hull from keel to Deep Load Line including flat bottom, bilges, bilge keels, hull appendages, sea chests and grating plates, stern section, rudder, etc.

Quantity:

Water Wash		46,000 sq. ft
Spot Abrasive Blast 15 %		7,000 sq. ft
Apply two spot coats Epoxy primer	7,000 sq. ft	
Apply one spot coat A/F		7,000 sq. ft
Apply one full coat A/F to U/W body & boot top		

Approximately 3,000 sq. ft. of this surface is boot top.

Approximately 15,000 sq. ft. of flat bottom.

Approximately 28,000 sq. ft. of underwater side.

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Note: Areas cited above are only rough estimates of the hull surface area from the boot top to the keel. Contractor is responsible for determining actual surface areas from shipcheck and drawings. The only firm figure in the table above is the "15 %" for the spot blast, the two spot coats of primer, and the spot coat of A/F.

NOTES

Contractor's attention is directed to "Painting Guideline" of the Specifications. All requirement specified in this "General Guideline" is applied with this Item.

Ultra high pressure Hydro blast will be accepted in lieu of grit blast. Contractor to provide same preparation conditions as noted.

Contractor's shall prepare and protect the ship's equipment and internal surfaces in accordance to painting guidelines of general requirements.

All new paint (coating material) will be provided by Contractor as Contractor Furnished Material.

In areas to be painted, record all ship's markings, including information, size, and color. After painting areas, replace markings as original, or as directed by COTR or this specification. Pay close attention to the ship's underwater hull markings.

STATEMENT OF WORK

Contractor shall supply staging and/or scaffolding required to complete this item, including erection and dismantling of same.

The total estimated surface area of under water hull is approximately 46,000 ft² for preparation and coating include all sea chest internals, grating plates, rudders, bilge keels, etc. The estimated area to be prepared and painted is given for reference only and it is the responsibility of the Contractor to search out and take his own measurements.

Immediately after vessel is drydocked, commence washing the hull from the vessel's keel up to and including the Deep Load Line mark, using high-pressure fresh water (3,000 psi minimum pressure at the nozzle) to remove all loose coatings and marine growth as specified in CLIN 005 Hull Washing and Inspection.

Areas for washing include but are not limited to all sea chest internals, grating plates (plates are to be removed prior to washing), shell penetrations, rudders, propellers, etc.

Where found, areas of oil and/or grease accumulation shall be washed clean and degreased to SSPC-SP1 prior to fresh water wash down.

Upon completion of high pressure fresh water washing, prepare surface for coating as prescribed herein to the satisfaction of MARAD COTR and Paint Manufacturer's Technical Representative.

Contractor shall spot blast/high pressure water jet blast as recommended by the Paint Manufacturer Representative and approved by MARAD COTR. All mechanically damaged, corroded and oxidized areas shall be grit blasted to near white metal, SSPC-SP10. Estimate 15% of square footage on underwater hull and flat bottom surfaces may require blasting to SSPC-SP10. Areas to be spot blasted will be identified and the total square footage shall be agreed to prior to the start of blasting.

During all blasting operations, all inlet and outlet openings to the vessel (including ventilation inlets and exhausts and tank vents) shall be sealed to prevent the intrusion of grit, dust, paint, etc. Any doors to be used shall be protected with double-curtain baffles. Suitably protect all machinery, lights, antennas, electrical cables and connections, piping, life rafts, and rescue boat. Industrial foam filter material shall be installed on the intake and exhaust ends of any ventilation system in use. These filters are to be removed and replaced when air flow becomes restricted. Inspect the integrity of all protective coverings at the beginning of each blasting shift. Notify MARAD COTR immediately if contamination occurs. All areas in which grit and

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contaminants enter are to be cleaned to the satisfaction of the COTR. This includes internal and external spaces, tanks, and voids.

During blasting operations, removal of temporary coverings shall not be made without the permission of the COTR.

Painting won't be permitted during blasting of any other part of the vessel.

Upon completion of all blasting and spot coating, and prior to application of build up (full) coatings, Contractor shall blow dry with compressed air entire hull, from keel to rail, including associated bulwarks, at 1200 psi to remove all resultant dirt, dust and contaminants.

Upon approval of the COTR and the coating mfg technical rep and Marad's coating rep, all areas from the keel up to the Deep Load Line mark shall be coated as follows:

Spot blast to near white metal (SSPC-SP10) and feather in corroded, damaged and failed coating areas. Approximately 7,000 square foot (15% of the entire underwater hull surfaces).

Touch up near white metal blasted areas with:

One spot coat, Intertuf KHA 303/KHA 062 ,Red, DFT 5.0 mils

One spot coat, Intertuf KHA 302/KHA 062, Lt. Gray, DFT 5.0 mils

One spot coat, Interclene BRA 572 A/F, Black, DFT 5.0 mils

Apply over ENTIRE underwater hull including but not limited from keel up to Boot top including flat bottom, bilges, bilge keels, hull appendages, sea chests and grating plates, stern section, rudders, bilge keels , etc.,:

One full coat, Interclene BRA 570 Red, DFT 5.0 mils

On Boot top area paint shall be as follows:

Two spot coats, Intertuf KHA 303/KHA 062, Red/Black, DFT 5.0 mils

One spot coat, Interclene BRA 572 A/F, Black, DFT 5.0 mils

One full coat, Interclene BRA 572 A/F, Black, DFT 5.0 mils

Underwater markings including draft marks, tank boundaries, UWILD markings are to be solvent cleaned, fresh water washed and painted white. UWILD hull markings include those denoting locations of frames, bleeder plugs, and through hull openings. All underwater markings shall be coated with the same sequence of anti-corrosion (AC) and anti-fouling (AF) coatings as the underwater hull body and shall be given an additional top coat of AF of the same DFT as the previous coat. The final coatings for the hull markings shall be white AF. Hull marking for A/C ASW overboard at FR 126 approximately 26 feet above the keel on the starboard side shall be marked 6S as per T/S Golden Bear FY00 Drydocking UWILD Hull Markings drawing 1993-S28-3-1. Marking outline shall be as per detail 4E and center-punched for permanent indication. Below the water line shall be finish coated with:

Two coats of A/F White @ 5 mils DFT per coat

Sea Chests and hull penetrations:

Remove sea-chest gratings and spot blast interior of sea chests to a SSPC-SP 10 (near white) finish and after inspection by USCG, ABS and COTR, coat interiors with underwater coating system prescribed for underwater hull. Gratings are fiberglass

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and shall be thoroughly cleaned and inspected. Anodes shall be covered to protect or replacement shall be coordinated. Assume replacement of anodes in each sea chest. After anodes have been replaced, gratings are to be reinstalled. Grating fasteners are to be renewed as original. Secure fasteners using monel wire.

Remove all Allen head CRES fasteners from all UWILD bolt rings at hull penetrations and chase threads. Replace Allen head fasteners with new hex head CRES fasteners of same threaded length prior to final paint application. New hex head fasteners shall be tightened with head flush to bolting ring.

UWILD report:

Provide services of Naval Architect(s) and Photographer(s) to make joint surveys with ABS Surveyor(s), USCG Inspector(s), MARAD COTR and Ship's Officers on drydock to update the UWILD marking drawings and produce a video to clearly show all the UWILD markings and inspection points. The UWILD marking drawing and video shall be approved by ABS and USCG onsite Surveyor(s) and Inspector(s).

PERFORMANCE CRITERIA/DELIVERABLES

Prove all the work to satisfaction of COTR and Ship's Officers.

Submit an "as painted" coating record to COTR within 3 days of completion:

Record to include number of square feet blast cleaned, primed, and coated along with records of all required checks by manufacturer's paint representative.

Record shall also include the number of gallons of each coat of epoxy anticorrosion coats and ablative antifouling topcoat.

Six (6) copies (original + five) of USCG/ABS approved updated/revised UWILD marking drawings.

Four (4) copies of under water hull inspection video in VCD/DVD format.

CLIN 008 TOPSIDE HULL PREPARATION & COATING

ABSTRACT

The intent of this item is to prepare and coat the vessel's freeboard from the Deep Load Line (Boot top) to Weather Deck, 01 level top of the bulwarks (approximately 24,000 ft2) in good order as detailed hereafter.

REFERENCES

MARAD Painting Guideline

ITEM LOCATION/DESCRIPTION

Ship's hull from Deep Load Line to 01 Deck, top of the bulwarks.

NOTES

Contractor's attention is directed to the General Criteria "Painting Guideline" of the Specifications.

Ultra high pressure Hydro blast will be accepted in lieu of grit blast. Contractor to provide same preparation conditions as noted.

All new paint (coating material) will be provided by Contractor as Contractor Furnished Material.

STATEMENT OF WORK

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Contractor shall supply staging and/or scaffolding required to complete this item, including erection and dismantling of same.

The total estimated surface area of top side hull from Deep Load Line up to 01 deck bulwark is approximately 24,000 ft² for preparation and coating. The estimated area to be prepared and painted is given for reference only and it is the responsibility of the Contractor to search out and take his own measurements.

Wash the entire topside hull surfaces from the vessel's Deep Load Line mark to 01 Deck bulwark top, using high-pressure fresh water (3,000 psi minimum pressure at the nozzle) to remove all salts, loose coatings and foreign matters which are intended to be spot blasted so as to avoid embedding any chlorides into the coating when blasting.

Where found, areas of oil and/or grease accumulation shall be washed clean and degreased to SSPC-SP1 prior to fresh water wash down.

Upon completion of high pressure fresh water washing, prepare surface for coating as prescribed herein to the satisfaction of MARAD COTR and Paint Manufacturer's Technical Representative.

Contractor shall spot blast/high pressure water jet blast as recommended by the Paint Manufacturer Representative and approved by MARAD COTR on various areas as directed by MARAD COTR. All mechanically damaged, corroded and oxidized areas to near white metal, SSPC-SP10. Estimate 15% of square footage on topside hull surfaces may require blasting to SSPC-SP10. Areas to be spot blasted will be identified and the total square footage shall be agreed to prior to the start of blasting.

During all blasting operations, all inlet and outlet openings to the vessel (including ventilation inlets and exhausts and tank vents) shall be sealed to prevent the intrusion of grit, dust, paint, etc. Any doors to be used shall be protected with double-curtain baffles. Suitably protect all machinery, lights, antennas, electrical cables and connections, piping, life rafts, and rescue boat. Industrial foam filter material shall be installed on the intake and exhaust ends of any ventilation system in use. These filters are to be removed and replaced when air flow becomes restricted. Inspect the integrity of all protective coverings at the beginning of each blasting shift. Notify MARAD COTR immediately if contamination occurs. All areas in which grit and contaminants enter are to be cleaned to the satisfaction of the COTR. This includes internal and external spaces, tanks, and voids.

During blasting operations, removal of temporary coverings shall not be made without the permission of the COTR. Painting won't be permitted during blasting of any other part of the vessel.

Upon completion of all blasting and spot coating, and prior to application of build up (full) coatings, Contractor shall blow dry with compressed air entire hull, from keel to rail, including associated bulwarks, at 1200 psi to remove all resultant dirt, dust and contaminants.

Upon approval of the COTR and the manufacturer's and Marad's paint technical representatives all areas from the Deep Load Line mark up to 01 Deck including bulwarks and its top areas shall be coated as follows:

Apply a MARAD Coating Guidelines approved zinc rich epoxy primer anti-corrosive system PPG Amercoat Dimetcote® 302H by airless spray to the spot blasted areas at 3-4 mils DFT minimum. After this coating has properly dried and cured, apply 2nd coat of PPG Amercoat Amerlock® 400 different color with brush to all edges, corners, ladder rungs, brackets, knife edges, rat holes, rough welds, etc. Also, any areas of low primer DFT readings are to be brought up to 3-4 mils minimum DFT specification.

Apply a stripe coat of high solids epoxy, PPG Amercoat Dimetcote® 302H to all edges, corners, ladder rungs, brackets, knife-edges, rough welds, rat holes, etc., to the areas were spot blasted cleaned. This stripe coat must be carefully applied by brush to at least 3 mils DFT and must be free of pin holes. The stripe coat should have a different color than the primer or the first coat of epoxy.

After the stripe coats are properly dried and cured, Airless spray apply one (1) coat of PPG Amercoat Amerlock® 400 intermediate coat at 5 mils DFT minimum to the areas where spot blast cleaned surfaces.

After the intermediate coat is dried and cured, apply a water based cleaner PPG Amercoat PREP 88 to all top side hull exterior surfaces above the deep load line to 01 deck bulwarks (Approximately 24,000 square feet). Then, high-pressure (3000 psi) fresh water wash the side shell areas where cleaned with PPG Amercoat PREP 88 cleaner. Contractor must ensure to remove all residual traces of the PPG Amercoat PREP 88 cleaner.

When the high-pressure wash surfaces are dried and clean, apply a complete PPG Amercoat PSX® 1001 top coating onto the entire cleaned top side hull surfaces from deep load line to 01 deck bulwarks and fashion plates, to match existing paint scheme (approx. 24,000 square feet). Manufacturer's requirement for MDFT shall be strictly adhered to. The existing paint scheme colors are as follows: Fashion plates aft above bulwarks to 01 deck, Amercoat's White equivalent to International's White B000; Bulwarks and stripe, Amercoat's Blue equivalent to International's Ocean Blue E992; Hull shell plating below Bulwarks and strip to Boot Topping, Amercoat's Grey equivalent to International's Dawn Grey E000.

Preparations and coatings shall include all portholes, garbage chute and hawse-pipes. Portholes shall be protected with plywood prior to blasting and be cleaned and inspected after completion. Any damaged incurred shall be repaired or replaced.

HULL MARKINGS

Draft marks, tank numbers and tank boundaries, propeller mark, home port, vessel names, UWILD markings, ABS Load Line Marks, etc., shall be solvent cleaned, fresh water washed and bush painted 2 coats of Amercoat PSX® 1001 either Black or White to contrast existing under coat color.

PERFORMANCE CRITERIA/DELIVERABLES

Prove all the work to satisfaction of COTR and Ship's Officers.

Prepare and deliver Paint Manufacturer's Representative and Contractor "Paint Report" with one (1) original and two (2) copies to COTR upon the paint job completed.

CLIN 009 SEA VALVES AND EXPANSION JOINTS

ABSTRACT

This item concerns the need to open up the vessel's sea valves for service and regulatory inspection and replace rubber expansion joints on sea suction.

REFERENCES/ENCLOSURES

The following list of valves:

No	Service	Size	Type	Side	FR.	ABL
1	Emergency Fire Pump Seachest Suctions (2 ea)	8"	Gate Butterfly	P	66	7'4"
2	Emergency Fire Pump Seachest Blow-down	1"	Globe Stop	P	65	7'4"
3	Emergency Fire Pump Seachest Leak Off	1-1/2"	Check P	66	7'4"	
4	Emergency Fire Pump Seachest Vent	1/2"	Gate	P	65	9'4"

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5	Fire & Ballast Pump Vent	2"	Gate	S	155	9'6"	Seachest
6	Fire & Ballast Pump Seachest Blow-down	1"	Globe Stop	S	154	9'6"	
7	Fire & Ballast Pump Seachest Suction	8"	Gate	S	155	7'4"	
8	Distiller Feed Pump Seachest Suction	5"	Gate	P	124	7'10"	
9	Distiller Feed Pump Seachest Vent	2"	Gate	P	125	11'9"	
10	Distiller Feed Pump down Check	1"	Globe Stop	P	125	12'3"	Seachest Blow-
11	Chloropac Discharge Mn/Aux SW System S.C.	1-1/2"	Plug	S	116	10'6"	
12	Chloropac Discharge Mn/Aux SW System S.C.	1-1/2"	Plug	S	116	18'0"	
13	Mn & Aux S.W. System. Seachest Blow-down	1"	Plug	S	115	10'6"	
14	Mn. S.W. System Upper Seachest Vent	2"	Gate	S	114	18'0"	
15	Mn. S.W. System lower Seachest Vent	2"	Gate	S	114	10'6"	
16	Mn./Aux S.W. System lower Seachest Suction	18"	Gate	S	115	7'6"	
17	Mn/Aux. S.W. System Upper Seachest Suction	18"	Gate	S	115	17'6"	
18	Mn/Aux. S.W. System Upper Seachest Blow-down	1"	Globe Stop Check	S	116	17'0"	
19	Mn/Aux S.W. System Seachest Suction	18"	Gate	P	115	7'6"	
20	Chloropac Disch Mn/Aux S.W. Seachest	1-1/2"	Plug	P	115	10'4"	
21	Mn/Aux S.W. Seachest Blow-down	1"	Globe Stop Check	P	114	10'6"	
22	Main S.W. Seachest Vent	2"	Gate	P	114	10'6"	
23	A/C Unit Overboard Disch	8"	Gate	S	126	26'0"	
24	Mn. S.W. Sys Ovbd. Disch	12'	Gate	P	117	24'8"	
25	Chloropac Disch Mn/Aux S.W. Seachest	1-1/2"	Plug	P	115	10'6"	
26	Fire Ballast Pump Overboard Discharge	5"	Globe Stop Check	S	116	15'0"	
27	Bilge and Ballast Pump Discharge	6"	Globe Stop Check	S	116	15'0"	Overboard
28	Sewage Treatment Pump Overboard Disch.	4"	Gate	S	138	36'0"	
29	Gray water ovbd disch	2"	Globe	P	114	36'0"	
30	Aft House Gray Water Drains Ovbd. Disch.	4"	Scupper P	136	36'0"		
31	Boiler blow-down Ovbd	3"	Angle	S	138		Discharge
32	Chloropac Disch. Mn/Aux S.W. Seachest	1-1/2"	Plug	S	116	10'6"	
33	Chloropac Disch. Mn/Aux S.W. Seachest	1-1/2"	Plug	S	116	18'0"	

34	Emer bilge stripping	18"	Globe	P	140	7' 6"
35	Ships Stores Reefer Overboard Discharge	4"	Gate	P	125	23'6"
36	Gray Water Ovbd. Disch.	4"	Scupper S	116	36'0"	
37	Gray Water Ovbd. Disch.	4"	Plug	P	116	36'0"
38	Gray Water Ovbd. Disch.	4"	Scupper S	116	36'0"	
39	Gray Water Ovbd. Discharge (2-82-2)	4"	Stop Chk.	P	88	36'0"
40	Gray Water Ovbd. Discharge (2-82-2)	3"	Stop	P	88	36'0"
41	Reefer Relief Ovbd. Disch.	1-1/4"	Check	P	129	36'0"
42	A/C Relief Ovbd.	3"	Check	S	121	36'0"
43	Evap Ovbd	4"	Gate	P	126	36'0"
44	Evap Ovbd	4"	Gate	P	136	36'0"
45	Steam return	3"	Globe	S	138	18'0"
46	Gray water ovbd disch.	2"	Globe	P	158	36'0"
47	Gray water ovbd disch	2"	Globe	S	158	36'0"
48	Garbage grinder ovbd	3"	Scupper P	75	33'0"	
49	Doppler speed log	8"	Gate	C	37	0'6"

Note: the emergency bilge stripping valve (no. 34) is not a skin valve, but inspection of this valve is desired by the vessel owner.

The following description and list of rubber expansion joints:

Description: Neoprene Rubber Expansion Joint, Mfr: Holz Rubber Co. Inc., Lodi, Calif.,

System	Size
Main Seawater suction (2 ea)	18 inch dia. X 81/4 inch long.

ITEM LOCATION / DESCRIPTION

Item Location: Throughout vessel above the waterline and below main deck.

Item description: Open, clean, perform maintenance and inspect the above referenced valves for USCG and ABS inspection purposes. Install "half-pipe" and hose diverters on overboards.

STATEMENT OF WORK

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

Open the above listed sea valves for examination by USCG, ABS and the COTR. Clean, lap in seats and discs, blue seats, polish stems, clean bodies, bonnets and coat interior with Apexor #3 or equal. Repack with packing approved for the service intended. Reassemble with new gaskets and hardware.

Prior to disassembly, the Contractor is to test all remote operated valves with the ship's force operating the actuators. Make a condition report of all defects found prior to further work on the valves. Contractor shall retest all remote valve operators after completion of all installations to prove proper operation.

Valve Overhaul and Inspection

Machine, grind or lap and spot in gate to seat or disc to seat to obtain a 360 degree continuous contact. Verify contact using the blueing method.

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For gate valves, transfer line shall not exceed 1/16 inch in width and shall appear within the lower 75 percent of the gate seating surface.

For globe valves transfer line shall not exceed 1/16 inch in width.

Valve stems shall be freed-up, cleaned and repacked. Valve stems shall be lubricated with an all purpose grease.

Lay out all the cleaned/repairs sea valves in place; arrange USCG Inspectors and ABS Surveyor to conduct Regulatory Inspections. All inspections shall be in presence of Chief Engineer and MARAD COTR.

Clean and coat valve body interiors with two (2) coats of Apexior #3.

Fasteners securing the various valves to the hull and adjoining piping, and associated parts such as pads, nipples, spuds, spool pieces, studs and flanges shall be hammer tested and examined.

Prove valve overhauls by testing for Chief Engineer, MARAD Surveyor and all regulatory bodies while open for inspection.

Valve Reassembly and Acceptance

After inspection and acceptance of the above work, reassemble all valves.

Conduct a thorough testing of the installed valves and actuators in the presence of the Chief Engineer and COTR.

Replace with new all bonnet fasteners, packing nuts and gasket materials. Quantity of bonnet fasteners may be used to replace bolts for bonnets or bolts from valve to hull penetration or piping at Chief Engineer's discretion depending on findings. With exception of boiler bottom blow valves which shall be fitted with heat treated fasteners, Monel fasteners shall be used on bronze valves and CRES fasteners shall be used on steel valves.

Prior to undocking, all sea valves worked on shall be closed. When the vessel becomes waterborne and before becoming afloat, all sea valves that have been worked on shall be operated and inspected, checking valve stem packing, flanges, bonnets and valve bodies for leaks. Correct any deficiencies found. If it is necessary to bring the vessel back on drydock to correct any deficiencies found as a result of work performed on the sea valves by the Contractor, the cost of redocking the vessel shall be borne by the Contractor.

In lieu of valve repairs cited above, contractor may replace valves in their entirety. New valves must be equivalent to existing valves, suited for intended purpose, and meet all criteria required of ABS rules and USCG regulations.

For estimating purposes, assume eight of the valves to be replaced are welded socket type, 2 inch or smaller.

Open, and gas free ballast tank 5-65-2. One of the skin valves is located in this tank. Once all inspections and tests are done, close up the tank using new gaskets

Prior to opening motor operated valves, test-operate valves to confirm full operation. Submit COTR report with findings. Detach and later reinstall valve actuators as necessary. Clean and reinstall all detached spool pieces using new gaskets and fasteners. Leave all valves ready for sea.

Furnish labor, material and equipment to unbolt and remove the 2 each existing piping expansion joints on low sea suction and high sea suction valves. Clean the flanges installed on piping side and prepare to install Contractor provided new Neoprene Rubber Expansion joints with new stainless steel bolts and nuts, and new gaskets (if required). New Neoprene Rubber Expansion joints shall be of same type as existing, single-arch, 150# meeting ABS & USCG requirements. The requirements shall meet Neoprene Rubber Expansion Joint manufactured by Existing expansion Joints: Holz rubber Company, Inc. of Lodi, California. 150#, flanged rubber expansion joints with back rings, standard 150# ASA flanges with standard drilling, low

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profile single arch. Expansion joints should be individually marked with rating, identification and/or date of manufacture. Included with joints should be a Certificate of compliance indicating size, identification, rating, and date of manufacture. Manufacture to be within 60 days prior to installation.

Install new expansion joints in such a way as to make identification marks most accessible. Install with new CRES fasteners using washers and anti-seize compound. Fasteners to be properly sized so there is no impingement of fastener on expansion joint.

While the piping expansion joints are removed, cold cut a section of the main sea water cross-over CuNi pipe for installation of a new 18 inch, Bronze Butterfly isolation valve. Exact location shall be designated by Chief Engineer.

Provide and install a set of new 18 inch ips CuNi pipe flanges on the cut ends of pipes for installing the new butterfly valve.

Provide and install a new 18 inch, Bronze Butterfly valve into the prepared new pipe flanges with new gaskets/O-rings and stainless steel bolts and nuts. The new Butterfly valve shall be Flanged Bronze Body Butterfly Valve with Teflon (PTFE) Seat, Alum-Bronze Disc and Stainless Steel Stem and straight actuation with hand wheel. Fabricate and install new stainless steel stem extension rod and connect to the valve stem, move the hand wheel to the top of the extension stem. The new extension stem or, reach rod shall be 36 inch from valve and shall be above the engine deck plate. Fabricate and install one (1) steel support bracket for the extended valve stem.

Develop and provide a drawing in Cad-format for modification to seawater systems. Drawing shall include all modifications to system in this CLIN and CLIN 020.

Prime and paint all the new and disturbed surfaces to match the surrounding areas.

During undrydocking, tests the new expansion joints and the new installed isolate valve for leaks, make repairs as necessary.

On Sewage Treatment Overboard detach Half-pipe style diverter to enable inspection of overboard. Scale and recoat hull in way of diverter in conjunction with hull painting.

On 8 each other gray water overboards, replace flanged hose type diverter/extension to divert gray water away from hull to prevent discoloration of paint. Provide 8 spare diverters to Chief Engineer for vessel spares.

Prepare, prime and paint all new and disturbed surfaces to match vessel's paint schedule.

Upon satisfactory testing, leave all valves and diverters ready for sea. Check all valves for leaks when refloating the ship.

DELIVERABLES

Provide MSDS for all materials supplied.

Turn over removed valves to Chief Engineer.

Turn over spare diverters to Chief Engineer

3 hard copies and electronic copies of sweater system modifications for CLIN 009 & 020

CLIN 010 RUDDER & STERN FRAME & BILGE KEELS

ABSTRACT

The intent of this item is to perform Regulatory Body inspections on bilge keels, rudder and stern frame.

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REFERENCES (Drawings available onboard)

ABS Rule Requirement for Survey After Construction.

Rudder Stock Arrangement, Dwg. No. 562-6251640

Rudder Stock and Neck Bearing Details, Dwg. No 562-6251639

Arrangement & detail of Pintle, Dwg. No. 562-6252269

ITEM LOCATION / DESCRIPTION

Item Location: Rudder and bilge keels of vessel in drydock.

Item description: Inspect, test, and float coat rudder and bilge keels for regulatory bodies and COTR.

NOTES

This item to be completed in conjunction with drydocking.

All fittings, calibrated gauges, etc. necessary for air testing shall be furnished by the Contractor.

All testing shall be performed in the presence of USCG, ABS, and COTR.

Secure and lock out / tag out all electrical power to Steering System prior to start of work.

This item requires that extreme cautions be taken to protect rudders and rudder stocks from any and all damage and to ensure that the ingress of contaminants from the hull cleaning/ sandblasting/coating work does not have an adverse impact on this repair item.

STATEMENT OF WORK

The contractor shall furnish all equipment, labor and materials to accomplish the following work.

Furnish and erect staging to facilitate access to the rudder, bilge keels and stern frame for examination. Remove vent and drain plugs from the bilge keels, rudder and stern frame and drain all water and preservative from within. The Contractor shall collect and dispose of all drained liquid in accordance with current local, state and federal regulations.

Furnish and connect a steam supply to the rudder vent connection and steam out the rudder internals. Continue steaming out until clear condensate is observed draining from the rudder. Collect and dispose of all drained liquid (including preservative) and condensate in accordance with current local, state and federal regulations. Have rudder certified Safe for Men - Safe For Hot Work by a Certified Marine Chemist.

Completely clean and visually inspect rudders and bilge keels.

Disassemble the rudder post stuffing box and remove all packing. Clean the exposed areas on rudder post, rudder post sleeve and rudder post bushing.

Thoroughly examine the bilge keels, rudder and stern frame in the presence of the MARAD COTR, Ship's Officers, ABS surveyor(s) and USCG inspector(s). Mark any defects found. Examination shall include, but not be limited to, the following:

All accessible areas of the stern frame and rudder (rudder fairwater plates shall be removed to facilitate access)

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Pintle(s)
Gudgeon(s)
Carrier bearing
Steady bearings
Rudder stock and sleeve
Rudder stock bushing
Pintle bushing(s)
Bilge Keels

Provide for up to 100 linear feet of 3/8" clad welding on various areas of rudder, stern frame and bilge keels.

Measure the rudder post bushing and pintle clearances in the presence of MARAD COTR. Clearances shall be taken at four (4) points of bushing periphery, spaced 90o apart. When directed by the MARAD COTR, furnish and install new packing, of the same type and size as original, in the rudder post stuffing box. Repack with approved chevron packing and o-ring material as per detail reference drawing. All work to inspected by and to the satisfaction of the regulatory bodies and COTR.

Reassemble gland in good order. Submit a report of rudder post bushing and pintle clearances to the COTR and the ABS surveyor.

Check the vertical clearance of the rudder at the lock ring. Coordinate taking of readings with ABS Surveyor, USCG, and COTR. Take all required clearance readings to the satisfaction of the regulatory bodies and COTR.

Furnish and install suitable fittings to accomplish a pressure test of the bilge keels & rudder with air. Test pressure shall be 1-1/2 to 2 psig. The testing apparatus shall be set-up such that there are two (2) connections: one for applying air to the rudder and the second for releasing air pressure. The test pressure gauge shall be in current calibration and shall be installed at the outlet connection. In addition, a relief valve or U-tube shall be installed, as part of the test rig, to prevent accidental over pressurization of the rudder. Any repairs required as a result of examination and testing shall be covered by a Delivery Order. If repairs are required, the rudder shall be similarly retested at the completion of repairs. The rudder shall be proven tight by holding the test pressure for 10 minutes, with the air supply cut-off, with no pressure drop. Air tests shall be witnessed by the MARAD COTR, ship's officers and the Regulatory Bodies.

At the completion of final testing, furnish rust preventative compound in accordance with MARAD Coating Guideline, Latest Revision, and fill the bilge keels, rudder and stern frame to completely coat their internals. Drain the compound from the bilge keel, rudder and stern frame. Collect and dispose of the compound in accordance with current local, state and federal regulations. Reinstall the rudder and stern frame vent and drain plugs, access and fairwater plates. Remove all staging and equipment connected with this item and leave in a ready to use condition. The MARAD COTR will witness the filling and draining of the rudder and stern frame with preservative and the installation of the vent and drain plugs.

Clean out fairwater cavities and after inspection properly preserve spaces. When inspection is completed and when authorized, replace the soft patch inspection plates as original or as modified this item.

Modify rudder pintle nut inspection plate and/or develop an approved procedure to allow for underwater inspection of pintle nut by ABS & USCG during UWILD. Provide a sketch of proposed cover arrangement for COTR approval prior to making any modifications. Arrangement or procedure shall satisfy USCG and ABS requirements to determine pintle and nut condition. Note: Typical new build installations have consisted of a "pin" painted a fluorescent color, rigidly welded to the pintle nut, and pointing at a new "sight glass" installed in the inspection cover. This sight glass is then protected by a removable, flush cover or plug. Provide 2 hard copies and 2 electronic copies of a drawing of pintle nut inspection arrangement in auto-cad format and write up an inspection procedure along with video in DVD format of an inspection demonstration. DVD may be included as part of UWILD video in CLIN 007.

Clean out and prove clear all bearing grease lines.

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Prove tight when vessel is waterborne. Realign the rudder with the centerline. Inspect the rudder control system from the bridge and verify accuracy of the remote rudder angle indicators with actual rudder movement. Install new witness marks when rudder is realigned.

Submit a typewritten report to the COTR stating "as found" condition and all recorded readings taken in this item.

Upon completion of all work, leave rudder and bilge keels ready for sea.

DELIVERABLES

The Contractor shall prepare and submit a Rudder Bearing Inspection Report with clearance readings to MARAD COTR.

Provide 2 each hard copies and 2 each electronic copies of pintle nut inspection arrangement drawing in auto-cad format or inspection procedure and video as cited above.

CLIN 011 TAILSHAFT SURVEY

ABSTRACT

Detach propeller to NDT tail shaft and open, inspect, clean, and take bearing clearances of stern tube for USCG, ABS & MARAD to determine condition of tail shaft and satisfy the requirements of a tail shaft survey. Work this item to be coordinated with stern tube seal replacement and examination.

REFERENCES

Propulsion Shafting Details, Drawing no. 243-6251632, and propeller drawings (available onboard)

Stern Tube, Bearings and Seal Assemblies technical manual #403, (available onboard)

Technical manual for Pilgrim Propeller Nut, (available onboard)

ITEM LOCATION / DESCRIPTION

Item Location: Tail shaft and propeller of vessel in drydock.

Item description: Perform required inspections and take readings to satisfy requirements of regulatory bodies for tail shaft survey and inspection.

GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

Stern Tube wear-down gauge (Chief Engineer's office)

Intensifier and lifting eyes for propeller removal and push up (Chief Engineer)

STATEMENT OF WORK

Take wear-down readings

Erect and maintain staging necessary to accomplish this work item.

Detach shaft covers, rope guards and fairwaters from the shafting assemblies.

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Take and record wear-down readings on stern-tube bearing in presence of ABS and USCG. Gauge for the oil lubricated bearing is available in the Chief Engineer's office. Submit to the COTR three (3) typewritten copies of an "as found" report showing clearances.

Coordinate zinc renewals in CLIN 017 with work this item.

Reinstall the fairwaters and rope guards. Leave ready for sea.

NDT Tail Shaft

Detach fairwater cone and propeller as per Pilgrim Propeller Nut technical manual available onboard. The vessel's intensifier and lifting eyes may be utilized. Arrange with ship's Chief Engineer to engage and operate turning gear to place shaft in position as required.

Prepare for and perform a surface crack detection examination of the forward 1/3 of the tail shaft taper using an NDT technique (such as dye penetrant or magnetic particle inspection). Provide for ABS and USCG examination. Submit to the COTR three (3) typewritten copies of an "as found" report.

Clean, prepare surfaces, and install & push up propeller as per technical manual. Submit to COTR and Chief Engineer push up readings and report, including graph outlined in technical manual, for propeller fitting and push up.

Utilizing guidance of technical manual place pilgrim nut back in position and condition for sea, and reattach fairwater cone. Return all equipment to Chief Engineer in same condition as received.

Leave ready for sea.

DELIVERABLES

Provide COTR with reports cited above.

CLIN 012 STERN TUBE SEALS

ABSTRACT

This item describes the requirement to inspect and renew the inboard and outboard stern tube seals in conjunction with the tailshaft examination.

REFERENCES

Waukesha stern tube bearing technical manual 403 (available on board).
Stern Tube Bearing and Seal Arrangement, Drawing no. 244-6251633 (available on board).

ITEM LOCATION / DESCRIPTION

Item Location: Stern tube area of vessel

Item Description: Provide and install new stern tube seals. Inspect and service seal arrangement.

GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES

None

STATEMENT OF WORK

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Furnish a Wartsila-Lips stern tube bearing and seal field engineer to be in attendance during all work this item to oversee and direct all repairs and testing in strict compliance with manufacturer's recommendations.

Make all detachments necessary to complete below described work.

Open and gas free stern tube void space 6-174-0. Isolate stern tube lube oil piping. Drain off fluids in stern tube bearing from drain line in void and retain for testing and reuse or dispose in accordance with local, state and federal regulations. Contractor shall store oil in a closed, clean, sealed tank and draw samples for testing at an independent lab such as Herguth Laboratories to determine if oil is suitable for reuse. Contractor shall provide 220 gallons of Mobil DTE 16 hydraulic oil for make up of oil lost in seal cavities and replenish system after seal replacement if reusing drained oil. If replacing oil by contractor choice, contractor shall provide and replenish system with approximately 1100 gallons of Mobil DTE 16 hydraulic oil. Refill system from bottom drain pipe and replace cap when complete.

Once system is drained, repair leaking plug/bolt at stern tube lower port quadrant as it passes through void space. Slight oil leak was discovered in void from this plug during previous inspection. Detach plug, clean seating surfaces and renew any gasketing as appropriate. Provide for COTR and Chief Engineer inspection then replace and resecure plug and wire.

While the ship is in drydock inspect and renew the stern tube seal assemblies in accordance with manufacturer's procedures (tech manual on board) and as per the guidance of the Field Engineer. Provide and install a model 670 MK2 Aft seal kit and a model 630 MK2 Fwd seal kit. Inspect and adjust seal liners as per Field Engineers guidance. Provide for inspection by COTR, Chief Engineer and regulatory bodies.

Demonstrate to COTR that RTD is fully operational before and after all work this item.

Upon completion, check the seals for run-out and oil leaks. Provide COTR report of findings. Reassemble unit and leave ready for sea.

DELIVERABLES

Provide 2 copies of technical representative's report on condition and findings of stern tube assembly along with materials list of parts renewed.

CLIN 013 PROPELLER POLISH

ABSTRACT

Polish and inspect the propeller while in drydock.

REFERENCES

None

GENERAL NOTES:

Quantity: One propeller

No. of Blades: Five

Diameter: 19.5 feet

Weight: 47191 pounds

STATEMENT OF WORK

Erect staging that provides access to all areas of the propellers.

Visually inspect the propeller prior to cleaning or polishing. Complete and submit a Propeller Visual Inspection Report.

Clean entire propeller, including hub, fillets, and blades, of surface fouling using sanding discs or high pressure water. Use of grinding or abrasive stones for cleaning or polishing the propellers is NOT permitted. Care should be taken to minimize loss of propeller material. Sanding disc marks should lie in the direction of water flow. Complete and submit a Propeller Surface

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Roughness Inspection Report indicating the after cleaning and before polishing roughness of all blades, both pressure and suction faces.

Perform a dye penetrant inspection on at least a three inch band of the leading and trailing edges, both pressure and suction faces, of each blade. Also, perform a dye penetrant inspection on all the fillet areas. Submit a report that clearly identifies the location and size of all indications and includes a record of the hub stamping.

After completion of all propeller repairs (if any) polish the propeller using "Scotch Brite" 3-M surface conditioning discs, or equal. Use of grinding or abrasive stones for cleaning or polishing the propellers is NOT permitted. Polish the pressure and suction surfaces of each blade tip between 0.7 and 1.0 radius to an equivalent of Rubert "B" (approx. 26 micro inch Ra.). Polish the leading edge (approx. 20% of the blade width, on the pressure and suction faces) of each blade to an equivalent of Rubert "B". Polish the remainder of the propeller to at least an equivalent of Rubert "B" (approx. 76 micro inch Ra.). Either a tactile comparison gauge (Rubert) or an electronic profilometer (micro inch) must be used to determine surface roughness. Completely cover the propeller during the entire drydock period to protect surface from paint spray and damage.

The COTR will witness the roughness measurements. Areas of the propeller not meeting the requirements cited above must be repolished.

Coordinate all inspection and testing cited in paragraphs above with the ABS Surveyor and U.S. Coast Guard Inspector.

CLIN 014 ANCHORS, CHAINS AND LOCKERS

ABSTRACT

The Contractor shall furnish all labor material and equipment necessary to range the anchor chains and clean the chain locker for regulatory body inspection.

REFERENCES

MARAD SHIPBOARD COATING GUIDELINES

STATEMENT OF WORK

Coordinate with the Chief Mate before disconnecting chain connection in chain locker.

Range the port and starboard anchors and chains on the drydock floor for the examination by the COTR and regulatory bodies.

Anchors and chains shall be examined and gauged to the satisfaction of the regulatory bodies. Provide COTR with report of gaugings.

Detachable links shall be disassembled and examined for excessive wear or corrosion. Free up swivel links by lubrication and scaling as required and ensure that they are free.. Any replacement of links shall be considered the subject of a delivery order.

Anchor chains shall be carefully examined for cracks, excessive wear, distortion or other defects.

Upon the completion of the inspections, provide the COTR with a report detailing the conditions found. For defects noted provide recommended corrective action necessary to correct the defect.

The anchor chain shall be marked by turns of stainless steel wire on the studs of certain links, the number of links, counting away from the detachable link, being used as a marker for that shot.

The first link at each side of the fifteen fathom detachable link shall have one turn of wire around the stud.

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The second link at each side of the thirty fathom detachable link shall have two turns of wire around the stud.

The third link at each side of the forty five fathom detachable link shall have three turns of wire around the stud, and repeated on each additional fifteen fathoms to the bitter end.

Inspect the pin holding the anchor flukes to the shank for deterioration and freedom of movement. Inspect the shackle and pin securing the chain to the anchor for proper fit and deterioration.

Provide ventilation for all work in the chain locker.

Remove and dispose of all sludge from the chain locker.

Clean the port and starboard chain locker's bilge suction well and eductor system.

Overhaul foot valves.

Perform an operational test of the chain locker bilge eductor system for the COTR, ABS and USCG inspector.

Perform a structural integrity survey of the chain locker interior spaces with the COTR, ABS and the USCG inspectors in attendance. Upon completion of the survey submit a written report of the findings to the COTR.

The entire interior on both Port and Starboard chain lockers and drain well sumps are to be cleaned with high pressure water jet blasting to International Hydroblasting Standards (IHS), HB2 "Thorough Hydroblast Cleaning" or, SSPC SP-6, and remove all rust, scale, mud, dirt, failed coating and debris. Ventilation and dehumidification shall be provided during high pressure water jet blasting operations.

After the prepared chain lockers' interior surfaces have been inspected and approved by COTR, the entire cleaned surfaces shall be coated in accordance MARAD RRF Coating Guideline, Appendix A-1(3), Approved Special Purpose Coatings - Chain Lockers, HEMPEL Hempadur 35539 or JOTUN, 65 Sovapon Mastic, Coating system. Painting condition requirements shall be comply with coatings guidelines of general requirements. The manhole covers shall be conveyed to shop and grit blasted to SSPC SP-10 and apply same coating system as the chain lockers' interior surfaces. Return the manhole covers to ship and prepare for reinstallation. Prepare the chain lockers for storing the anchor chains.

Upon completion of all coating and marking of the chains, reconnect the bitter ends of the chain in their respective chain lockers. Ensure that there are no twists in the chain, either between the bitter end and the wildcat or between the wildcat and the pawl. Clean and touch-up chain locker coatings disturbed by this work. Remove all rigging gear and debris. When approved by the COTR, heave-in the anchor chains and bring the anchors home.

Close the access manholes on the chain lockers using new gaskets and existing fasteners. Clean and touch-up paint on disturbed surfaces.

While the anchor chains are removed for inspection, abrasive blast the hawse pipes and bolsters to an SSPC - SP6, apply two coats Intertuf 262 KHA 302 @ 5 MDFT and two coats Interlac 800 black top coat or equal to meet Marad coating guidelines and match vessel's existing paint scheme and system.

CLIN 015 PAINT ANCHORS AND CHAINS

ABSTRACT

Blast and paint port and starboard anchor chains

REFERENCES

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MARAD SHIPBOARD COATING GUIDELINES

STATEMENT OF WORK

Clean the anchors and chains with abrasive grit blast sweep to SP7.

Paint and mark chain(s) as follows:

Anchor chains and anchors, shall be given one (1) coat pretreatment wash coat epoxy primer, followed by two (2) coats of high solids epoxy paint, gloss black.

The links adjacent to the detachable links shall receive one coat of epoxy primer followed by the following finish coatings.

One link on either side of the fifteen fathom detachable link shall be painted with two coats of white enamel.

Two links on either side of the thirty fathom detachable link shall be painted with two coats of white enamel.

Three links on either side of the forty five fathom detachable link shall receive two coats of white enamel. Increase the number of white links for each subsequent shot of chain; 60 - four, 75 - five, etc.

The entire fifteen fathom shot adjoining the last fifteen fathom shot, inboard, shall receive two coats of yellow enamel.

The last fifteen fathom shot, inboard shall receive two coats of red enamel.

Each detachable link between shots shall receive two coats of red enamel.

CLIN 016 BLAST & COAT FOREPEAK BALLAST TANK

ABSTRACT

The Contractor shall provide all labor, material and equipment to prepare and restore coatings to the forepeak ballast tank.

REFERENCES

Marad coatings guidelines

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

Valve actuator technical manual. Available on board.

ITEM LOCATION / DESCRIPTION

Item Location: Forepeak ballast tank 6-E-0.

Item description: Blast and restore coatings to ballast tank.

STATEMENT OF WORK

All dimensions are estimated. Contractor is responsible for shipchecking and verifying dimensions prior to bid submission and notice to proceed.

Provide all labor, material and equipment to prepare and restore coatings to the forepeak ballast tank.

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

While tanks are open for inspection and coating work, open, disassemble, service and inspect the 6-inch tank suction valve and associated reach-rod universal joints, linkages, and penetrations. These valves and reach-rods are located in the tanks. The actuators are mounted at the tank top on the main deck. Provide COTR with report of findings.

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

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

When tank has been certified gas free, provide for preliminary inspection to COTR and Chief Mate or Chief Engineer.

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

High pressure FW wash using a minimum of 3000 psi all surfaces of tank (including manhole covers) to remove salts, chlorides, loose and peeling coating and loose scale. Strip and dry tank in preparation for mechanical surface preparation.

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

Re-Mask and protect all items in tank which could be adversely effected by abrasive grit blasting. Items to be masked include (though not exclusively) electrical wiring, and TLI system components.

Using abrasive grit blast, bring tank internal surfaces to an SSPC-SP-(10) standard to remove all loose paint and surface contamination and to provide a profile for paint application. Contractor shall be responsible for erection and removal of all necessary scaffolding and removal completely from vessel and facility and proper disposal of any spent blasting grit and any other trash, debris or by-products generated.

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

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

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

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

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

1 full coat, International Interbond 808 series epoxy, red, DFT 5.0 mils

1 stripe coat, International Interbond 808 series epoxy, gray, DFT 5.0 mils

1 full coat International Interbond 808 series epoxy, gray, DFT 5.0 mils

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

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

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

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

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

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

Every precaution shall be taken to preclude grit and dust entering interior areas of vessel. Any grit or dust that enters vessel shall be promptly and thoroughly removed.

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

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

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

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

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

DELIVERABLES

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

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

CLIN 017 ZINC ANODE REPLACEMENT

ABSTRACT

Contractor to provide labor and material to renew all Zinc anodes on hull.

REFERENCES

Docking Plan/Drawing 085-6253001

LOCATION / DESCRIPTION

Location/Quantity: Underwater hull: 48 zinc anodes

Description: rectangular sacrificial zinc anodes, 12" x 6" x 2-1/2" with strap mounts.

NOTES

Item to be completed in conjunction with drydocking.

Contractor is to have a Certified Marine Chemist confirm all tanks and spaces that will be heated while the existing zinc anodes are removed or the new anodes are welded in place are safe for hot work and issue a "Safe for Hot Work" certificate in accordance with Specification "Gas Free" item. If necessary, Contractor to provide ventilation required to achieve a gas free condition. Contractor is to maintain gas free status for the duration of the work. The tanks are to be tested a minimum of at least once every 24 hours, with a new certificate issued.

Contractor shall comply with requirements for weld procedures and welder qualifications in accordance with ABS and USCG Requirements item.

All the existing anodes are welded to ship's hull with steel strap bar. The new anodes shall be welded to hull or to existing strap where penetration hull weld is not desired as per COTR.

STATEMENT OF WORK REQUIRED

Crop and remove all the existing hull water anodes by grinding off from welded mounting strap. Clean and prepare the areas for installing new anodes. In conjunction with anode installation, clean all the anodes installation areas to SSPC-10, Near White metal surfaces, prepare and coat all the cleaned surfaces in accordance with Item "Underwater Hull Preparation and Coating" Work Requirement.

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Provide and install new zinc. Note: 16 anodes at tailshaft are 12" x 6" x 2-1/2". Assume remaining 32 anodes in way of seachests, rudder, stern frame, etc. are of similar size.

Develop a Zinc Anode Hull plan showing approximate locations and sizes of zincs installed this item in Autocad format. Turn over electronic and hard copies of plan to Chief Engineer. Plan shall be a simple hull profile view with locations and seachests noted, and have a material list table included.

A complete hull painting system is required beneath all anodes. Care shall be taken to keep the outer surfaces of the anodes free of paint.

Hull paint system destroyed in way of straps when removing or attaching zinc anodes shall be repaired.

PERFORMANCE CRITERIA/DELIVERABLE

Prove all the work to the satisfaction of COTR and Ship's Officer.

Two hard copies and electronic copy of Zinc Anode Hull Plan.

CLIN 018 CATHODIC PROTECTION

ABSTRACT

The intent of this item is to provide the manufacturer service engineer to inspect and service the ship's CAPAC Cathodic Protection System while the ship is drydock. Reset the system and place the system back in service when the ship is undrydocked and float in water.

REFERENCES

CAPAC Cathodic Protection Instruction Manual

ITEM LOCATION/DESCRIPTION

Manufacturer: Electrocatalytic
2 Milltown Court
Union, New Jersey 07083

Controllers: 1 - 34660 MOD III MAG Amp Controller
1 - SL Auto Controller/Power Supply

AG/AGCL Reference Electrode Assembly: 1 - Installed at FR. 13-1/2, Starboard,
1 - Installed at FR. 170-1/2, Port

PT/PA Anode Assembly: 1 - Installed at FR 33-1/2, Port
1 - Installed at FR 33-1/2, Starboard
1 - Installed at FR 150-1/2, Port
1 - Installed at FR 150-1/2, Starboard.

NOTE

All services on Reference Electrode and Anode Assembly shall be done while the ship in drydock.

Contractor shall arrange and provide the services of manufacturer service engineer(s) to check and service the Reference Electrode and Anode Assemblies on drydock and start the system when the ship is undrydocked and floating on water.

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The Cathodic dielectric shields must be protected with suitable protective covers to avoid damage and contamination from all blasting and coating efforts being performed in surrounding areas during drydock availability.

STATEMENT OF WORK

Provide labor, material, equipment and services of manufacturer service engineer(s) as necessary to complete all work requirement specified herein with this work Item.

Once the ship is on drydock, erect staging/service platforms on drydock on each location of Reference Electrode and Anode. Arrange and provide services of manufacturer service engineer(s) to check and service the Reference Electrodes and Anodes, make repairs and adjustments as necessary to place the system in good working order. Check the anodes' dielectric shields for cracks and serviceable. Prepare and submit condition report to MARAD COTR within 24 hours after the service engineer inspection.

When directed by MARAD COTR, provide labor and equipment to remove all the anodes' dielectric shield mastic material (Coal Tar Epoxy or Tarsset) under the direct supervision of the manufacturer's service engineer(s). Blast clean the areas to SSPC-10 "Near White Metal Surfaces", after inspected by MARAD COTR and Service Engineer(s), the cleaned areas to be applying a full coat of Capastic (coating material shall be purchased from the manufacturer). Before the Capastic has cured, apply successive coats of Coal Tar Epoxy or Tarsset to shaded areas. Note: If Capastic has cured it MUST be sanded before applying Coal Tar Epoxy or Tarsset, Coal Tar Epoxy or Tarsset can be started while Capastic applying in progress. Final thickness of Coal Tar Epoxy or Tarsset shall be 22 mils minimum.

If it is determined that the dielectric shield is not in need of replacement or repair the Contractor shall provide a full credit for the work not performed.

Prior to undocking the vessel, contractor shall remove all the staging/perform and protective covers and left the system is ready for start up.

When the ship is floating in water, provide the services of manufacturer service engineer to start up the system and perform final adjustment to place the system in good working condition.

PERFORMANCE CRITERIA / DELIVERABLE

Prove all the work to the satisfaction of MARAD and Ship's Officers.

Submit service engineer(s) service reports to MARAD COTR.

CLIN 019 RENEW RUBBER EXPANSION JOINTS

ABSTRACT

This item describes the replacement of the existing sea water systems expansion joints with new rubber expansion joints of similar design.

REFERENCES

Existing expansion Joints: Holz rubber Company, Inc. of Lodi, California. 150#, flanged rubber expansion joints with back rings, standard 150# ASA flanges with standard drilling, low profile single arch. Expansion joints should be individually marked with rating, identification and/or date of manufacture.

LOCATION/DESCRIPTION

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Location: Sea water systems below the deep load line.

Description: Replace rubber expansion joints in system with new of like construction as per regulatory body requirements.

STATEMENT OF WORK

All dimensions are estimated. Contractor is responsible for shipchecking and verifying dimensions prior to bid submission and notice to proceed.

Supply all labor, equipment and materials to replace the existing rubber expansion joints called out in this specification with new expansion joints of similar design.

Prior to commencement of work on the effected systems walk through with ships crew to insure that lines have been opened and drained.

The rubber expansion joints to be replaced are as follows:

- Main Salt Water 3ea. 10" dia. x 8-1/4" to 8-1/2" length
3ea 12"dia. x 8" to 8-1/2" length
- Fire Main 4 ea. 8" dia. x 6" to 6-1/2" length
- Aux. Salt Water 2 ea. 6" dia. x 6-1/4" to 6-1/2" length
2 ea.8" dia. x 7" to 7-1/4" length
- Bilge and Ballast 3ea. 6" dia. x 6-1/2" length
- Sanitary pumps 4ea. 2" dia. x 6" length

Note: All sizes above are nominal pipe diameter and approximate length flange to flange. Actual lengths vary and flex joints to be ordered within 1/8" of actual length as per ship-check.

All expansion joints to be 150#, flanged rubber expansion joints with back rings, standard 150# ASA flanges with standard drilling, low profile single arch. Expansion joints should be individually marked with rating, identification and/or date of manufacture. Included with joints should be a Certificate of compliance indicating size, identification, rating, and date of manufacture. Manufacture to be within 60 days prior to installation.

Install new expansion joints in such a way as to make identification marks most accessible. Install with new CRES fasteners using washers and anti-seize compound. Fasteners to be properly sized so there is no impingement of fastener on expansion joint.

Stand by while vessel's crew tests and inspects various systems after installation and during refloating of vessel.

Discard all removed materials after inspection by ship's crew (see deliverables below). Clean debris from around work areas. Leave ready for sea.

DELIVERABLES

Turn over to vessel's Chief Engineer and COTR originals and copies of all documentation regarding manufacture, delivery, and installation of rubber expansion joints for retention on board. Documentation required by USCG and ABS for yearly surveys.

Allow vessel's Chief engineer to inspect removed expansion joints to allow selection for retention as emergency spares. Discard all rejected expansion joints.

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CLIN 020 SEA WATER PIPING CROSS OVER LINE

ABSTRACT

The intent of this work item is to install the main and auxiliary water tie-in for a new sea water cross over line from auxiliary sea water system to main sea water system.

REFERENCE

None

LOCATION / DESCRIPTION

Engine room, lower level, fwd, from port to starboard side.

STATEMENT OF WORK

Provide labor, material, and equipments as necessary to complete this work Item.

Install new tie-ins for proposed salt water cross-over line from main salt water manifold to auxiliary salt water pump discharge manifold.

On the main salt water manifold provide and install a 12" to 8" CuNi reducer with a new 8", 150 psi, flanged bronze globe valve.

On the auxiliary salt water manifold, provide and install one (1) new 8", 150 psi, flanged bronze globe valve. The new valve and piping tie in shall be installed in an accessible location and directed toward proposed new piping run as per Chief Engineer and COTR. All piping shall be made up with bronze flanges, new gaskets and stainless steel or bronze bolts and nuts. All pipe fitting shall be 90/10 CuNi silver solder.

Fabricate and install new piping support brackets for the installed valves and tees. Support brackets shall be fabricated from 2" x 3" steel angle bars and 1/4" x 2" steel flat bars. The CuNi pipe shall be wrapped with rubber lining and no CuNi pipe shall touch the steel. Prime and paint the steel support bracket to match the surrounding area.

Prior to perform any "Hot Work" in engine room, contractor shall clean the work area to a condition of "Safe for Hot Work". Provide services of Marine Chemist to inspect the work area and issue Marine Certificates with condition of "Safe for Hot Work" and submit a copy of the Marine Chemist Certificate to COTR.

Upon completion, the new cross over pipe tie-ins shall be blanked off and hydrostatic test with 100 psi in pressure and in presence of Chief Engineer, ABS Surveyor and COTR. Upon completion, blanks shall remain on valves.

Develop and provide a drawing in Cad-format for modification to seawater systems. Drawing shall include all modifications to system in this CLIN and CLIN 009. Note: Pricing for development of this drawing is in CLIN 009 and shall not be duplicated.

Prove all the work to the satisfaction of Chief Engineer and COTR.

CLIN 021 BILGES AND DRAIN WELLS

ABSTRACT

This item describes the requirements for bilge space pumping throughout the Contract.

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REFERENCES

None

ITEM LOCATION / DESCRIPTION

LOCATION: Bilge spaces throughout the vessel.

NOTES

None

STATEMENT OF WORK REQUIRED

Immediately upon the vessel's arrival at the Contractor's facility, main engine room, MSD room and shaft alley bilge wells are to be completely pumped down, opened, and entirely cleaned. Once all debris is removed, all surfaces within each well are to be de-greased by hand and appropriate detergent. After COTR approval, replace strainer plates in good order. The standing and wash water shall be pumped ashore to suitable holding tanks and properly disposed of by the Contractor.

The engine room, MSD room and shaft alley bilge/tank top and bilge wells shall be left clean and dry on a daily basis. Contractor shall provide hoses, fittings and pumping equipment; make all connections and disconnections; and pump out the ship's oily water/sludge from the engine room bilge/tank top bilge wells to Contractor-furnished receiving tanks or containers ashore. Pumping shall be on a continuous basis as necessary. Ship's equipment shall not be used to pump any oily water, slops, or waste. Contractor shall properly dispose of all waste/oily water and maintain the tanks/containers empty and ready to receive pumped out liquids.

After all work is completed and just prior to redelivery of the ship, the Contractor shall use chemical to degrease and high pressure (3,000 psig) water jet clean the entire engine room, MSD room and shaft alley bilge/tank top surface. Pump and properly dispose of all oily water and chemical and leave the engine room bilge/tank top spaces in a dry and clean condition.

Bilge and lower sea chest area in forward part of main machinery space from frame 114 back 5 feet under and in way of main sea water suction line shall be mechanically scaled and prepped to an SSPC-SP3 surface preparation and re-coated to match vessel's existing coating system. New paint system to be two spot coats of International Interbond 808 series Epoxy or equal; 5 mils dry film thickness each coat. Allow proper cure time between coats.

The Contractor shall dispose of oily water, sludge, chemical, waste material, etc., in compliance with all current Federal, State and Local anti-pollution and public health laws and regulations.

Engine room bilges shall be left in a clean, dry condition at departure from the repair facility.

CLIN 022 WASTE WATER AND OILS

ABSTRACT

This item describes the requirements for the proper disposal of all liquid waste collected or removed from the vessel throughout the Contract.

REFERENCES

None

ITEM LOCATION / DESCRIPTION

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LOCATION: Tanks, voids and spaces throughout the vessel.

NOTES

None.

STATEMENT OF WORK REQUIRED

Immediately upon the vessel's arrival at the Contractor's facility, the Waste-Oil Tanks are to be completely emptied. Approximately 6,000 gallons of waste oil shall be pumped from the Waste Oil Tank. The waste oil shall be pumped ashore to suitable holding tanks and properly disposed of by the Contractor in accordance with Federal, State and Local anti-pollution and public health laws and regulations.

Contractor is responsible for removal and disposal of any water or other liquids drained from any system or equipment or used for flushing, cleaning or testing.

CLIN 023 SUPPLEMENTAL GROWTH REQUIREMENTS - OPTION ITEM

The Government may have supplemental requirements due to emergent or additional work. The Government reserves the right to order any quantity cited in individually priced supplemental work Items. In the event that less than the total quantity of supplement work item is ordered, the Government will decrease the contract for the quantity not ordered at the award supplemental item unit price. The COTR will issue a Delivery Order for all growth Items.

CLIN 023A SUPPLEMENTAL WORK MANHOURS LABOR - OPTION ITEM

ABSTRACT

Provide labor hours and material for supplemental work.

Reference: Solicitation Sections G.1 and H.6

Contractor is to furnish a quote for 2,000 man-hours of supplemental labor at a unit at a unit rate of \$_____ per man-hour. This is to a fully burdened labor rate, and is applicable seven days a week (i.e. no overtime, penalty time or other escalations will apply). These hours will only be allocated for industrial labor - supervision, management, QA, yard maintenance and other such labor is considered part of the rate burden.

All contractor-submitted prices for Supplemental Labor shall be documented by a work structure breakdown on a Contractor developed estimating form, which shall be submitted as an attachment to the Request for Pricing. Supplemental hours will be allocated by the COTR via Delivery Orders.

No oral directions are to be accepted by the Contractor or his personnel from any individual other than the COTR. Any oral direction provided by the COTR other than guidance on existing tasking shall be documented via Delivery Order Request for Pricing within 24 hours. All tasking provided by the COTR will normally be in writing, and no work shall be begin on any tasking of an other than emergency nature until received by the Contractor, negotiated and settled by the COTR and/or the Contracting Officer.

CLIN 023B SUPPLEMENTAL WORK - MATERIAL - OPTION ITEM

Reference: Solicitation Sections

Statement of Work:

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Contractor is to provide allowance for up to \$60,000 in Supplemental Material and Sub-Contractors charges. There is to be no burden on these charges for either subcontractor costs or material charges. The supplemental material dollars will be allocated by the COTR via Delivery Orders.

The Contractor is to provide to the COTR invoices for goods or services applicable to Supplemental Material charges for each Delivery Order with material charges in excess of \$500. Retainage will not be released until these have been received and approved by the COTR.

Cost adjustments (plus or minus) related to the reconciliation of estimated to actual charges will be made prior to contract closeout. In order to expedite closeout, it is recommended that such invoice support be submitted to the COTR upon completion of each tasking.

CLIN 024 STEEL RENEWALS AND HULL WELDING - OPTION ITEM

ABSTRACT

The intent of this work Item is to allow for steel renewals and hull welding as their requirement becomes identified during the repair period. The supplemental material or work will be identified by the COTR via Delivery Orders.

REFERENCES

ABS Rules for Building and Classing Steel Vessel:
 Part 1, Classification, Testing and Surveys.
 Part 2, Material and Welding.
 Part 3, Hull Construction and Equipment.

CFR (Code of Federal Regulations) Title 46, Subchapter F "Marine Engineering".

ITEM LOCATION / DESCRIPTION

Contractor's Repair/Drydock Facility.

STATEMENT OF WORK

Steel Renewals

Quote for each plate type a lump sum price to replace a 3 ft x 3 ft and a 6 ft x 6 ft plate. This price will be used to establish cost for smaller steel renewals. In addition, quote for each plate type a unit price per pound of steel (minimum quantity one long ton) cropped and renewed. This shall be used for prorating the cost of steel renewals for which the aggregate is one ton and up. Price for all shall include, but not be limited to, labor, material, equipment, staging, testing, painting, and other services as necessary in order to complete shell plating renewal. Internal structural members/stiffeners shall be quoted on a per pound basis. All materials and welding shall be in accordance with ABS and USCG requirements.

FLAT PLATE (per pound) \$_____ per pound

SHAPED PLATE (per pound) \$_____ per pound

COMPOUND PLATE (per pound) \$_____ per pound

BULKHEAD STEEL PLATES (per pound) \$_____ per pound

INTERNAL STEELS (per pound) \$_____ per pound

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Hull Welding

Quote unit price per foot of length for repair and re-welding of wasted hull and/or rudder welds found upon examination to be necessary. Price shall include, but not be limited to, labor, material, equipment, staging, testing, painting, and any services as necessary in order to complete hull and rudder welding repairs. All materials and welding shall be in accordance with ABS and USCG requirements. Quote unit price based on the following:

GOUGE/VEE OUT AND REWELD (per foot of 3/8" weld) \$_____ per ft.

CLEAN AND BUILD-UP WITH WELD (per foot of 3/8" weld) \$_____ per ft.

CLIN 024 DRYDOCK AND WET BERTH DAYS

ABSTRACT

The intent of this work Item is to price additional days that the vessel might be in the Contractor's facility at the direction of MARAD Contracting Officer. These days would be ONLY those required AT THE SPECIFIC REQUEST of MARAD Contracting Officer. Additional days due to Contractor's delay shall be for the Contractor's account.

REFERENCE

None.

ITEM LOCATION / DESCRIPTION

Contractor's drydock/repair facility.

STATEMENT OF WORK

HAUL DAY

In addition to the firm-fixed price for drydocking, the Contractor shall provide the cost for additional haul day for the vessel. This cost is the complete cost For one cycle of docking/undocking of the vessel. If the reason for redocking the vessel is due to the Contractor, this item will not be used.

One (1) Haul Day \$_____

DRYDOCK LAY DAY

In addition to the firm-fixed price for drydocking in the Contractor shall provide the cost for additional days of vessel in drydock. Cost of this item shall be complete cost of additional days on Contractor's drydock when vessel is required to remain on drydock at MARAD request. If the reason for extended drydock is due to Contractor's delay or normal work, this item will not be used.

One (1) Drydock Lay Day \$_____

WET DOCK LAY DAY

In addition to the firm-fixed price for drydocking in Item 201, the Contractor shall provide cost for additional days for the vessel to be in Contractor's facility at a wet berth. Cost shall be complete including all general services in Items 101 - 125. This shall include berth, shore power, water, and all other services. This item will be used if it is MARAD's request to remain in Contractor's facility. If the reason for extended repair period is due to Contractor's delay, this item will not be used.

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One (1) Wet Dock Lay Day \$ _____

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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 MARAD COATING GUIDELINES ARE ATTACHED IN A PDF FILE.

H.2 MCL.H-10 SUPPLEMENTAL GROWTH REQUIREMENTS

AUGUST
2005

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

H.3 MCL.H-12 MARITIME LIENS, NO AUTHORITY TO INCUR

AUGUST
2005

(a) The Contractor is an independent contractor and does not act as an agent for the Government, its agents, its vessels, servants, or employees.

(b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.

(c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, or employees, whether known or unknown. The foregoing clause shall not prevent the Contractor's rights to proceed on this contract under the Contract Disputes Act.

(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.

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(f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.

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

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

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

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

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

H.4 MCL.H-13 SUPERVISION

**AUGUST
2005**

The Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

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

**AUGUST
2005**

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

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

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3. Personnel aboard all craft shall remain inside of the bulwarks and railings and at no time ever will anyone sit on top of bulwarks or rails.
4. Personnel shall not descend from the deck of any ship onto the accommodation ladder or landing platform to wait for transportation. No more than five (5) descending individuals are permitted on the accommodation ladder at one time and they shall be equally spaced. This directive also applies to ascending ladders. This requirement also pertains to outported ships when personnel descend from the deck of the ship to a pier, or ascend from the pier to the deck of the ship.
5. Ringbuoys with a minimum of 90 feet of nylon line attached are available at the head of each gangway and on the stern of Fleet craft, power barges, tugs, and at the Fleet pier for use by Contractor personnel in emergency situations.
6. When working with mooring lines, all ends of such lines shall be left coiled neatly and areas left clear.
7. Smoking is prohibited aboard vessels except on open decks or in places designated as smoking areas. Smoking is not permitted at all aboard tankers. Also, smoking is prohibited during fueling and cleaning operations of any kind. This includes during the filling or emptying of cans of gasoline, xylene, varsol or any other combustible or flammable liquids or gas.
8. Cigarette butts shall not be thrown over the side of any vessel. While at the dock, no cigarette butts shall be thrown onto the dock or into the water. Sand containers or ashtrays are provided in designated smoking areas. Paper and trash are not to be placed in ashtrays.
9. All debris, oily rags, industrial wipers, etc., will be removed from the ships and working areas. These areas are to be left in clean condition and all materials stowed neatly at the end of each workday. No rags, cups or other trash, oils, fuels, greases, chemicals, lumber, etc., shall be thrown overboard. Fleet Guide will inform personnel of the disposal container locations.
10. Contractor employees are required to wear safety shoes with impact-resistant toes and slip resistant sole material for protection against falling or rolling objects, sharp objects, molten metal, hot surfaces, and oily or wet slippery surfaces. Shoes with loose soles, heels, and laces, or otherwise in poor condition, will not be permitted. Athletic and Cowboy boot-type safety shoes are prohibited.
11. All personnel working at the Fleet shall wear and/or use OSHA/NIOSH approved safety equipment, as required, including personal protective equipment, safety belts and securing lines, and safety glasses.
12. Protective hard hats shall be worn while aboard ships or in any other areas where head injury hazards exist. At MARAD's Reserve Fleet locations, a lighted miner's lamp, supplied by the Fleet, must be worn at all times while in dimly lit areas. The lamps are to be returned to the lamp room each day prior to departing the Fleet. At outported ship locations, contractors are required to provide their own flashlights, etc.
13. Safety glasses or goggles shall be worn while in the vicinity of any operation generating matter which might strike or lodge in the eyes. Such operations include, but are not limited to, scaling rust, water-blasting, Aqua Dyne water-blasting, sandblasting, operating a skill saw, grinding, handling batteries, boiler cleaning, and anchor windlass operations.
14. Ear protection (plugs or muffs) must be worn whenever exposed to loud noises.
15. Consistent with 29 CFR 1910.134, respirators shall be worn while scraping paint, during sandblasting, spraying, or other operations where dust, fumes, airborne particles, or noxious gases may be present.
16. If waterblasting, protective gear shall be worn consisting of a hard hat, safety glasses, face shields, shin guards (baseball type) and steel rigid guard foot protectors.
17. If sandblasting, protective gear consisting of leather gloves, hood, and leather apron shall be worn.

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

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

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

(a) The Contractor shall inform his/her personnel to be alert to the hazards associated with asbestos and the personnel shall be instructed in the use of respirators.

(b) When work requires direct contact with asbestos, is conducted within the environment of asbestos, or work is in any way associated with asbestos, Contractor personnel shall be required to wear a half-mask, air-purifying respirator, other than a disposable respirator, equipped with high-efficiency filters.

(c) Air pressure/air hoses shall not be used to blow down engine rooms in the process of cleaning when friable asbestos is known or suspected to be present in the area being cleaned. Also, broom sweeping such debris is prohibited. Only vacuum cleaning equipment with special filter attachment is authorized for this purpose, unless vacuuming and/or wet cleaning are not feasible.

(d) Major rip-outs, repairs or removal of asbestos located at any MARAD facility or aboard any vessel under MARAD jurisdiction shall not be conducted by Contractor personnel unless authorized by MARAD.

(e) Asbestos warning signs shall be posted at the access door of all regulated areas.

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

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

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

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

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

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

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

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

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29. When ascending or descending ladders, at least one hand shall be free to grasp hand rail.
30. Gasoline, varsol, xylene, and other flammable or combustible liquids brought onto the ship shall be brought to the attention of the Fleet Representative and, on outported ships, to the attention of the Ship Manager or MARAD representative, and shall be stored in, and dispensed from, OSHA or NIOSH approved safety containers. Such cans shall be inspected and properly marked as follows:
- (a) Cans painted red and stenciled: "VARSOL", "XYLENE" or "GASOLINE", as applicable
 - (b) Cans painted yellow and stenciled: "LUBE OIL" or "PRESERVATION OIL," as applicable
 - (c) Cans painted red with a white band and stenciled: "KEROSENE"
31. Drip tanks or pans shall be used when parts are being cleaned and when draining oil or fuel from motors, engines, etc. Varsol, xylene or other solvents will be used from approved safety cans.
32. Safety can valves and flexible metal hose spouts must never be painted. They are to be treated with preservation oil.
33. At MARAD's Reserve Fleet locations, outboard motor operators must leave gas can vents open when they store them on the access can rack.
34. Under no circumstances shall Contractor personnel wear gloves, jewelry (especially neck chains), neck ties, long sleeves, loose clothing, or wear his/her shirt tail out when working around exposed moving machinery.
35. Metal shavings shall be cleaned up from around machines by means of brushes and properly disposed of.
36. Oil spilled in decks, ladders, etc., shall immediately be wiped up and the decks, if necessary, sanded. On vessels sprayed with an oil or paint mixture, all gangways, passages, and areas in use shall be sanded. Appropriate signs shall be posted at all entrances to areas where slippery conditions are considered to exist.
37. Flame burning/cutting and welding shall be kept to a minimum at the Fleet, and shall be accomplished by qualified Contractor personnel only when duly authorized by Fleet Representative, and in accordance with existing fire prevention regulations. Before any welding or hot work is performed, a permit must be issued by the Fleet representative, and a fire watch set. On outported ships, the Ship Manager shall ensure that all hot work is cooled off and there is no danger of fire.
38. Never look directly at arc welding because of the potential for serious eye injury.
39. At MARAD Reserve Fleet locations, prior to any personnel working over the side of, or in a precarious location or position inside of a service craft at the access dock (where applicable), the warning light at the end of the dock shall be activated.
40. Whenever lumber is removed from a structure, nails shall be withdrawn or bent over immediately as part of the operation to prevent possible injury.
41. Liquid fuel operated space heaters shall be operated only when properly installed and vented to the outside. Propane gas bottles are not to be placed in the area of the heater. Gas bottles must be left on the open decks and fed into the heated spaces by a hose. Space heaters are not to be left on when unattended and a CO2 extinguisher must be in the area of the space heater. All electrical space heaters must be UL approved.
42. Contractor Personnel shall promptly report all potentially dangerous areas and conditions to a MARAD representative.
43. The flooding alarm system carries 110 volts and if wiring is cut accidentally it could cause a fire. If when working in the engine room of a ship it becomes necessary to move the ball switches out of the way of an area which is to be preserved, they

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should be handled very carefully. Do not tilt or disconnect, but merely lift straight up by the ribbon and then lower into place after the job is completed. See that no damage is done to this equipment by wash down hoses, oil spray hoses, etc.

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

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

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

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

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

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

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

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

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

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

The contractor shall include this clause in all major subcontracts.

H.6 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

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heat and electrical insulation, brake linings, deck covering, boiler refractors, joiner work and other areas; mercury; petroleum products; hydraulic oils; liquid cargo products; lead in marine compounds, products and other areas; chromium; tin in anti-foulants and other areas; zinc; polychlorinated biphenyls (PCBs), found in some electrical cable, rubber gaskets, felt gaskets, thermal insulation material (fiberglass, felt, foam and cork), transformers, capacitors or voltage regulators, switches, reclosers, bushings, electromagnets, adhesives, tapes, oil (leaks, spills as well as electrical equipment, motor, anchor windlasses and hydraulic system containing oil), surface contamination of machinery and other solid surfaces, oil based paint, caulking, rubber isolation mounts, foundation mounts, pipe hangers, light ballasts and plasticizers, and other hazardous substances used aboard ship while in operation and/or in Phase IV maintenance.

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

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

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

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

Maritime Administration,
Office of Management Services, MAR-310
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

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

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

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,
Part 50, National Primary and Secondary Ambient Air Quality Standards
Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
Part 82, Protection of Stratospheric Ozone
Part 110, Discharge of Oil
Part 112, Oil Pollution Prevention
Part 117, Determination of Reportable Quantities for Hazardous Substances
Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System
Part 261, Identification and Listing of Hazardous Waste
Part 262, Standards Applicable to Generators of Hazardous Waste
Part 279, Standards for the Management of Used Oil
Part 300, National Oil and Hazardous Substance Pollution Contingency Plan
Part 302, Designation, Reportable Quantities, and Notification
Part 355, Emergency Planning and Notification
Part 370, Hazardous Chemical Reporting: Community Right-to-Know
Part 372, Toxic Chemical Release: Community Right-to-Know
Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
Part 763, Asbestos
2. COAST GUARD (USCG) TITLE 33 CFR,
Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
Part 156, Oil and Hazardous Material Transfer Operations
3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,
Part 1910, Occupational Safety and Health Standards
Part 1915, Occupational Safety And Health Standards for Shipyard employment
Part 1926, Occupational Safety and Health Regulations for Construction
4. RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA) TITLE 49 CFR,
Subchapter C, Hazardous Materials Regulations

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

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

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

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

ENVIRONMENTAL MANAGEMENT PLAN

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

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

H.7 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

AUGUST
2005

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(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) and material (in dollars) for such work in the Schedule (Section B of the solicitation under applicable supplemental work contract line item numbers (CLIN or CLINs)). The offeror shall specify an hourly composite billing rate in its bid or proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the applicable supplemental CLIN of the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; additional indirect charges for materials and subcontracts will not be allowed.

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Technical Representative (COTR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COTR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COTR shall submit to the contractor a supplemental work request that identifies the work to be accomplished.

(2.) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, or sooner, as specified by the COTR, provide the COTR with a proposed price for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts and allocated to the applicable supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.) (3.) through (c.) (6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

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

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

(5.) If the COTR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures 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

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from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

(d.) The following rules apply to supplemental work authorizations:

(1.) The COTR shall authorize supplemental-work only during the period of performance of the contract.

(2.) All authorizations for supplemental work are subject to the terms and conditions of the contract and must be within the scope of the contract.

(3.) If mailed, an authorization is considered "issued" when MARAD deposits the order in the mail. Authorizations may also be issued orally, or by written communications, that is hand-delivered or sent by facsimile or electronic transmission. Oral orders must be followed up by written confirmation as soon as practicable thereafter.

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c.)(5.).

(5.) Unless the contractor otherwise explicitly notes in the supplemental work authorization, in consideration of the price of the order, the Contractor remises, releases, and forever discharges MARAD, its officers, agents, employees, and sureties from any and all civil claims and requests for equitable adjustment whatsoever, relating to, arising out of, or connected with said supplemental work authorization. Such release is full and final settlement of all claims and requests for equitable adjustment relating to, arising out of, or connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.

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

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

(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.

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(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 \$5,000.00.

H.8 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.9 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)

**AUGUST
2005**

INDEMNITY AND INSURANCE (ADDITIONAL)

(a) INDEMNITY

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

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

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(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 - \$1 million bodily injury by accident, each accident - \$1 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.

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

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

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

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

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

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premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

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

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

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SECTION I -- CONTRACT CLAUSES

I.1 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.2 1252.242- CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
73

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

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prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

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

I.3 52.227-14 RIGHTS IN DATA--GENERAL

DECEMBER
R 2007

(a) Definitions. As used in this clause—

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

“Computer software”— (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

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

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

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

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

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

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

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

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

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

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

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

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

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

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

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

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

(2) The Contractor shall have the right to—

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

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

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

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

(c) Copyright— (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

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

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

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

(i) Identifies the data; and

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

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

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

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

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

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

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

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

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

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

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

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

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

(i) Identify the data being withheld; and

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

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

(3) [Reserved]

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

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

(End of clause)

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I.4 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.5 1252.217-70 GUARANTEE

MAY 2005

(a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

(End of clause)

I.6 1252.217-72 PERFORMANCE

OCTOBER
1994

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(a) Upon the award of the contract, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the contract has been awarded except in the case of emergency work ordered by the Contracting Officer in writing.

(b) The Government shall deliver the vessel described in the contract at the time and location specified in the contract. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the contract.

(c) The Contractor shall without charge,--

(1) Make available to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities at the plant acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The contract will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the contract without advance approval of the Contracting Officer. Dock and sea trials not specified in the contract shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

I.7 1252.217- INSPECTION AND MANNER OF DOING WORK
73

OCTOBER
1994

(a) The Contractor shall perform work in accordance with the contract, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause.

(b)(1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the contract, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under this contract shall be in accordance with the best commercial marine practices and the rules and requirements of the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of offer.

(2) When Navy specifications are specified in the contract, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

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(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the contract, in addition to its rights under the Guarantee clause, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the contract, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the contract and for 90 days after the completion of all work required.

(d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the contract.

(e) The Contractor shall--

(1) Exercise reasonable care to protect the vessel from fire;

(2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials.

(3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4) Unless otherwise provided in the contract, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;

(5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair.

(6) Furnish the Contracting Officer a "gas-free" or "safe-for-hotwork" certificate before any hot work is done on a tank;

(7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

(8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(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

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(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."

I.8 1252.217- SUBCONTRACTS
74

OCTOBER
1994

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of its own employees, and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and material men.

(c) The Contractor shall, without additional expense to the Government, employ specialty subcontractors where required by the specifications.

(d) The Government or its representatives will not undertake to settle any differences between the Contractor and its subcontractors, or between subcontractors.

I.9 1252.217- TITLE
77

OCTOBER
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(a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of this contract shall vest in the Government upon delivery at the location specified for the performance of the work.

(b) Upon completion of the contract, or with the approval of the Contracting Officer during performance of the contract, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipments.

(c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

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I.10 1252.217- DISCHARGE OF LIENS OCTOBER
78 1994

(a) The Contractor shall immediately discharge or cause to be discharged, any lien or right in rem of any kind, other than in favor of the Government, that exists or arises in connection with work done or materials furnished under this contract.

(b) If any such lien or right in rem is not immediately discharged, the Government, at the expense of the Contractor, may discharge, or cause to be discharged, the lien or right.

I.11 1252.217- DELAYS OCTOBER
79 1994

When during the performance of this contract the Contractor is required to delay work on a vessel temporarily, due to orders or actions of the Government respecting stoppage of work to permit shifting the vessel, stoppage of hot work to permit bunkering, stoppage of work due to embarking or debarking passengers and loading or discharging cargo, and the Contractor is not given sufficient advance notice or is otherwise unable to avoid incurring additional costs on account thereof, an equitable adjustment shall be made in the price of the contract pursuant to the "Changes" clause.

I.12 1252.217- DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS OCTOBER
80 FOR SHIP REPAIRING 1994

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

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Safety and Health Regulations for Ship Repairing (29 CAR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

I.13 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) APRIL 1984

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

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(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

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

I.14 1252.217- LAY DAYS
75

OCTOBER
1994

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

