

### CAUTION TO BIDDERS

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in but not limited to those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

Are you registered in the Central Contractor Database? See DFARS Clause 252.204-7004 "Required Central Contractor Registration" in Section I of this solicitation?

Are in compliance with the VETS-100 reporting requirement? See FAR 52. 52.222-37 "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans in Section" in Section I of this solicitation?

Have you acknowledged all amendments? Have you submitted your bid on the latest amended bid schedule?

Have you completed the "Representations and Certifications" {Section K} portion of the Solicitation? Is your Contractor Establishment Code listed on the Standard Form 33?

Is your bid properly signed by an officer of your company?

If a bid guarantee is required, is it included with your bid and is it in the proper amount? {Usually 20 percent of the total bid price, including any options or additives.} If your bid guarantee is in the form of a bid bond, is the bond properly signed by both the bidder and surety (BONDING DOCUMENTS SHOULD BEAR AN ORIGINAL SIGNATURE AN OFFICER OF THE SURETY) and are all required seals affixed? A bid guarantee is required when your bid exceeds \$100,000.00. A late bid guarantee is treated the same as a late bid.

Is the name in which you submitted the bid the same on your bid as on the bid bond?

If required, have you entered a unit price for each bid item? {The solicitation will specifically state when this is necessary.}

The Government may reject a bid as nonresponsive if it is materially and mathematically unbalanced as to price for any bid item or combination of items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

Are decimals in unit prices in the proper places? Are your figures legible?

Are the extensions of your unit prices, and your total bid price correct?

Are all erasures or corrections initialed by the person signing the bid?

Have you restricted your bid by altering the provisions of the solicitation?

If you are a large business and your bid is greater than \$500,000 for service or \$1,000,000.00 for construction have you included your Sub-Contracting Plan in your bid package? (NOTE: PLEASE REFER TO SUBCONTRACTING PLAN IN SOLICITATION FOR GOALS).

Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct solicitation number and bid opening time?

Will your bid arrive on time? See paragraph entitled "Late Submissions, Modifications, and Withdrawals of Bids" in the Instructions to Bidders {Section L} of the solicitation.

February 27, 2003

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**US Army Corps  
of Engineers**

Marine Design Center

**PLANS AND SPECIFICATIONS**

**TO**

**DESIGN, CONSTRUCT,  
TEST AND DELIVER**

**TWENTY PIPELINE PONTOONS**

W912BU-04-B-0013

DEPARTMENT OF THE ARMY  
Corps of Engineers  
Marine Design Center  
Philadelphia, PA

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   132		
2. CONTRACT NO.		3. SOLICITATION NO. W912BU-04-B-0013	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 28 Apr 2004	6. REQUISITION/PURCHASE NO. W25PHS-4030-6670			
7. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390 CODE W912BU TEL: FAX:			8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b> CODE TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ in block 7 until <u>02:15 PM</u> local time <u>25 May 2004</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME KARYN D JOHNSON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-656-6924		C. E-MAIL ADDRESS karyn.d.johnson@usace.army.mil		
<b>11. TABLE OF CONTENTS</b>								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>				
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	I1-I8
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		B1-B6	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		C1-C34	X	J	LIST OF ATTACHMENTS	J1-J10
X	D	PACKAGING AND MARKING		D1-D4	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE		E1-E14	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K1-K8
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X	G	CONTRACT ADMINISTRATION DATA		G1-G4	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	L1-L2
X	H	SPECIAL CONTRACT REQUIREMENTS		H1-H26	X	M	EVALUATION FACTORS FOR AWARD	M1-M2
<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Design, Construct, Test and Deliver twenty Pipeline pontoons for the Corps of Engineers, St. Louis District, to support and carry the Dredge POTTER's discharge pipe during operation and transport along the Mississippi River. In addition, up to three option line items may be awarded for up to five Pipeline pontoons for the St. Louis District.

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	PIPELINE PONTOONS (St. Louis District)	20	VESSEL	XXXX	XXXXXXXX
0001AA	<u>PLANNING</u> (The submittals required for "Planning" are listed in contract clause H02.). This item is initiated by a Notice To Proceed (NTP) issued by the Contracting Officer.	1	JOB	XXXX	\$_____
0001AB	<u>ENGINEERING AND SCHEDULING</u> (The submittals required for "Engineering and Scheduling are listed in contract Clause H02.). This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	1	JOB	XXXX	\$_____
0001AC	<u>CONSTRUCT, TEST AND DELIVER</u> pipeline pontoons (The submittals for "Construct, Test and Deliver" are listed in contract Clause H02.). This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	20	JOB	XXXX	\$_____
	TOTAL ITEM 0001	20	VESSEL	XXXX	\$_____

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0002	PIPELINE PONTOONS (OPTION, St. Louis District)	2	VESSEL	XXXX	XXXXXXXX
0002AC	<u>CONSTRUCT, TEST AND DELIVER</u> pipeline pontoons (The submittals for “Construct, Test and Deliver” are listed in contract Clause H02.). This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	2	JOB	XXXX	\$ _____
	TOTAL ITEM 0002 (OPTION)	2	VESSEL	XXXX	\$ _____

If the Government exercises the optional line item (0002), the option will be exercised within 60 days from the award of the contract.

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0003	PIPELINE PONTOONS (OPTION, St. Louis District)	2	VESSEL	XXXX	XXXXXXXX
0003AC	<u>CONSTRUCT, TEST AND DELIVER</u> pipeline pontoons (The submittals for “Construct, Test and Deliver” are listed in contract Clause H02.). This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	2	JOB	XXXX	\$_____
	TOTAL ITEM 0003 (OPTION)	2	VESSEL	XXXX	\$_____

If the Government exercises the optional line item (0003), the option will be exercised within 60 days from the award of the contract.

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0004	PIPELINE PONTOONS (OPTION, St. Louis District)	1	VESSEL	XXXX	XXXXXXXX
0004AC	<u>CONSTRUCT, TEST AND DELIVER</u> pipeline pontoons (The submittals for “Construct, Test and Deliver” are listed in contract Clause H02.). This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	1	JOB	XXXX	\$_____
TOTAL ITEM 0004 (OPTION)		1	VESSEL	XXXX	\$_____

If the Government exercises the optional line item (0004), the option will be exercised within 60 days from the award of the contract.

<u>ITEM</u> <u>NUMBER</u>	<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u> <u>PRICE</u>
TOTAL	ALL VESSELS	25	VESSELS	XXXX	\$_____

INSERT LOCATION OF THE SHIPYARD WHERE THE WORK WILL BE PERFORMED:

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The Government may reject an offer as non-responsive if it is materially and mathematically unbalanced as to price for any offered item or combination of offered items. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

Refer to contract Section M for EVALUATION FACTORS FOR AWARD criteria.

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**PART I – THE SCHEDULE – SECTION C  
DESCRIPTION/SPECIFICATION/WORK STATEMENT**

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**PART I – THE SCHEDULE – SECTION C  
DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C000 GENERAL**

**C001 GENERAL REQUIREMENTS**

The Marine Design Center (MDC) of the U.S. Army Corps of Engineers (USACE) has issued this solicitation to acquire twenty replacement pipeline pontoons, conforming to commercial standards, complete with pipe pedestals, pivot bearings with pipe saddles, bearing collars, and pipe bands for the Dredge POTTER, U. S. Army Corps of Engineers, St. Louis District in support of its mission along the Mississippi River.

The Government shall consider options for up to five additional pontoons of the same size and design. The option pontoons will not be outfitted with any of the pipeline equipment or access ramps.

**C002 PRINCIPAL CHARACTERISTICS**

The pontoons shall be designed and constructed in accordance with these specifications and the contract reference drawings, which define the principle dimensions of the pontoons as follows:

Construction Material.....	ABS Grade-A mild steel (except as noted)
Length.....	48' (Nominally)
Beam.....	18' (Nominally)
Depth.....	4' (Maximum)

**C003 DESIGN STANDARDS**

The pontoons shall be designed, constructed and outfitted in accordance with the rules, regulations and standards of the following regulatory Agencies and organizations (latest edition) and as specified in the individual specification sections:

- U.S. Army Corps of Engineers, Publication No. EM 385-1-1; “Safety and Health Requirements Manual.” <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>
- American Bureau of Shipping (ABS) “Rules for Building and Classing Steel Vessels for Service on Rivers and Intracoastal Waterways.”
- American Bureau of Shipping (ABS) “Guide For Shipbuilding and Repair Quality Standard for Hull Structures During Construction.” (July 1998)
- American Welding Society "Guide For Steel Hull Welding", ANSI/AWS D3.5-85.
- U.S. Coast Guard Regulation 46 CFR Subchapter C – Uninspected Vessels.
- U.S. Coast Guard Regulation 46 CFR Subchapter S - “Subdivision and Stability.”

See Clause C590 for specific design standards related to the required castings.

**C004 CLASSING AND CERTIFICATION**

The Contractor shall be responsible for preparing necessary drawings and calculations, obtaining necessary regulatory body reviews and approvals, obtaining necessary inspections and surveys during construction and for the certification and classing of each pontoon as follows:

- Pipeline Pontoons – “Maltese Cross, A-1, BARGE, River Service,” with notation in column 5 for PIPELINE PONTOON Service.

The Contractor shall bear all expenses associated with the acquisition of the required classing and certifications. The recommended ABS point of contact is Mr. Glenn Ashe, who can be reached by phone, or mail, at: (703) 518-0801, [Gashe@eagle.org](mailto:Gashe@eagle.org), or 1321 Prince Street, Suite 200, Alexandria, VA 22314.

If the Contractor intends to launch, test, operate, or tow the pontoons “out of class,” the Contractor must specifically advise ABS of such intent and incorporate any and all modifications required by that agency for such operation at no additional cost to the Government and with no additional contract time. Any such modification which, in the opinion of the COR, affects the arrangements, operability or suitability of the pontoons shall be removed from the pontoons by the Contractor at no additional cost or time and the pontoons returned to new condition prior to Final Acceptance.

**C004 PONTOON IDENTIFICATION**

The pontoons to be acquired through this solicitation have been assigned the following Marine Design Center (MDC) hull numbers. The COR will provide individual corresponding pontoon names prior to issue Notice to Proceed (NTP) for Contract Line Item Number (CLIN) 0001AC. If optional line items are awarded, the COR shall provide MDC hull numbers and corresponding names at the same time.

MDC Hull Number	Pontoon Name
633	
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**C006 SCOPE OF WORK**

A. CONTRACTOR’S RESPONSIBILITY

The contract consists of three phases:

- Phase I..... Planning
- Phase II..... Engineering & Scheduling
- Phase III ..... Construction, Tests & Delivery

In accordance with the three phases, the Contractor assumes complete responsibility for designing, building, testing, and delivering the pontoons to meet the requirements of the contract. Should the Contractor determine at any time that he is unable to fulfill those responsibilities, he shall notify the COR immediately of the problem experienced and his proposed manner of correction.

B. CONTRACT INTENT

It is the intent of this contract to achieve a contractor competent of developing, designing and building the pontoons so that an adequate level of confidence that each pontoon will meet the performance and operational requirements, and design objectives of the U.S. Army Corps of Engineers.

The plans and specifications of this contract have been prepared in accordance with the referenced design standards. The plans and specifications have not been submitted to ABS or USCG for approval. The Contractor shall prepare a Final Design for the pontoons and submit each design for approval to ABS, and USACE. The arrangements shown on the Contract Drawings are firm, except as required to align with structure.

C. DETAILED DESIGN

During Phase II, Engineering & Scheduling, it is the Contractor’s responsibility to complete the Detailed Design of the pontoons based on the documentation furnished in this solicitation. The Detailed Design is the basis for construction and is always completed prior to the start of construction.

Once the Detailed Design phase has commenced, changes in hull dimensions and subdivision, for other than very minor changes in arrangement, will not be made.

The Detailed Design must be so clear in its intent that the features, characteristics, capabilities, design criteria, margins and success criteria of each component or system cannot be mistaken. The level of detail presented and documented by calculation in the Detailed Design shall be sufficient for all required regulatory approvals, and for the Government's quality assurance function.

D. DRAWINGS PROVIDED AND REQUIRED

1. Contract & Reference Drawings

The contract drawings of the "Contract Design" are listed in Section J, Clause J01, Contract Drawings. The Contract Drawings are provided with these specifications for bid purposes as well as serve as the concept upon which the Contractor shall develop the Detailed Design.

2. Drawings Required

The minimum drawings required to be completed during the Engineering and Scheduling phase of this contract in order to complete the Detailed Design are listed in Section H, Clause H13, Engineering & Drawings. The requirements for developing the Detailed Design drawings are delineated in Clause H03 with any specific requirements for structure or mechanical systems defined in the relevant contract clauses.

The requirements for the "As-Built" drawings of each type of completed pontoon are defined in Section H, Clause H14, "As-Built" Drawings.

**C010 DEFINITIONS**

The following definitions are applicable to phrases and acronyms used throughout this contract:

- COR - Contracting Officer's Representative - a member of the contract management and quality assurance team authorized by the Contracting Officer to perform certain administrative and managerial duties. A copy of the COR's authority letter is furnished to the Contractor.
- GFE - Government Furnished Equipment - Equipment, materials or components furnished by the Government to the Contractor for installation in the vessel.
- K.O. - Contracting Officer - A person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.
- MDC - Acronym for Marine Design Center.
- QC - Quality Control - Quality Control is a function of the Contractor. Refer to Clause E03. Quality Assurance (QA) is a function of the Government.
- USACE - Acronym for United States Army Corps of Engineers.

**C025 CONTRACTOR QUALITY STANDARDS**

The Contractor shall be responsible for the construction of complete and functioning pontoons. The Contractor shall utilize the specified components so as to meet specification requirements utilizing construction and testing methods to ensure that the complete pontoons shall conform to the intended design.

Inspection by the Marine Design Center is for the purpose of verifying the proper function of the Contractor's quality control measures and is not to be used as a substitute for control of quality by the Contractor.

A. STRUCTURAL MATERIALS

Unless otherwise specified or noted on the Contract Drawings, all structural hull material shall be in accordance with the following specifications:

- American Bureau of Shipping (ABS), “Rules for Building and Classing Steel Vessels” and “Rules for Building and Classing Steel Vessels for Service on Rivers and Intracoastal Waterways.”
- Welding Materials - ABS “Approved Welding Electrodes, Wire-Flux and Wire Gas Combination.”

B. STANDARD PARTS AND MATERIALS

All articles, fittings, equipment, machinery, supplies, and materials used in the construction and outfitting of the pontoons shall be the highest grade, free from defects and imperfections, unused and, be the standard product of reputable manufacturers, to the maximum extent practicable. Any material not specified shall be the best of their kind for the purpose intended.

Materials specified herein to meet the requirements of standard specifications published by national authorities shall conform with the respective editions, including amendments, specified. No salvage materials shall be used in the work.

C. WORKMANSHIP

All labor shall be especially skilled for each kind of work and under competent direction.

In engaging one kind of work with another, marring or damage of previously acceptable construction shall be cause for rejection. All parts of the pontoon intended to join or bear upon other parts shall have complete and solid contact and shall fit together without excessive cold work during erection. Shims or liners shall not be used for the purpose of overcoming a bad fit. Lightening holes may be punched or flame-cut and all edges shall have burrs removed. Holes in members having sharp curvature shall be avoided.

D. WELDERS

All welding under this contract shall be done only by welders who have successfully passed qualification tests accepted by the American Bureau of Shipping or other regulatory bodies acceptable to ABS.

The Contractor shall bear the expense of conducting these tests and shall certify, by name to the Contracting Officer, welders who have successfully passed the prescribed tests and hold current, valid certifications.

The Contractor shall require any welder to repeat these tests when in the opinion of the Contracting Officer, the work of the welder indicates a reasonable doubt of his proficiency. In such cases the welder shall be re-certified as above if he successfully passed the retest; otherwise, he shall be disqualified until he has successfully passed the retest.

The Contractor shall maintain records of each welder's certification during the course of the contract. The records are to be available for examination upon request of the Contracting Officer.

#### E. WELDING

All welding and welding procedures shall be in accordance with the current rules of the American Bureau of Shipping and ANSI/AWS D3.5-85. All welding equipment used on the work shall be of a modern type subject to close control. The electrodes used throughout the work shall be suitable for use with the parent metal at each weld, and be approved by ABS.

Welding procedures, as to direction, length, numbers and sequence of beads, shall be carefully planned to minimize lock-up stresses. Care shall be exercised to produce smooth even beads, especially on all exposed plating and fittings. Beads shall be ground where directed by the Contracting Officer.

The Contractor shall employ appropriate welding procedures and grounding connections to preclude the possibility of anodic erosion of the hull after launching.

#### F. INSTALLATION

Materials and equipment shall be installed in accordance with the approved recommendations of the manufacturer, and in compliance with the contract documents. The installation shall be accomplished by workmen skilled in this type of work.

#### G. PLATE FAIRNESS

Steel plating shall be installed using proper welding procedures and sequences to insure fair, undistorted plating panels. The use of filler materials to surface unfair areas is not acceptable.

Maximum allowable plating distortion is depicted in the “Guide For Shipbuilding And Repair Quality Standard For Hull Structure During Construction” from ABS. Distortion shall not exceed the amounts in this guide.

#### H. CONSTRUCTION STANDARDS

All material, machinery and equipment shall be new, of current manufacture and suitable for the marine service intended. Spare parts and service shall be readily obtainable.

All material, unless otherwise specified in these specifications or in the drawings, shall be of commercial quality to ASTM, ANSI, or SAE specifications.

During construction and before delivery, the Contractor shall be responsible for protection of all material, equipment, etc., intended for the pontoons.

The overweight tolerance of members shall be within the limits defined by the specifications of the American Society for Testing and Materials.

All materials shall be free of imperfections due to manufacturing processes and from defects which adversely affect appearance or serviceability.

All sharp edges or projections which constitute a personnel hazard shall be removed or ground smooth. All notches shall have a radius to prevent stress concentrations.

All galvanizing shall be done after fabrication by the hot dip process, and the zinc shall be not less than 98% pure. In instances where some types of metals cannot be hot dip galvanized, zinc silicate coating may then be substituted.

**C100 SCIENTIFIC**

**C101GENERAL**

Each pontoon shall support a segment of pipe used for the discharge of dredge material. The follow are the principle characteristics of the pipe. Each measurement is per pontoon. This information is for reference only.

Length of Pipe .....	52'
Diameter of Pipe .....	31-5/8" ID (33-3/8" OD)
Weight of Pipe .....	17,082 lbs
Weight of Walkway and Handrail.....	~1,000 lbs
Maximum Specific Gravity of Dredge Material ...	1.4

The five option pontoons shall be exactly the same as the first twenty pontoons expect for the following:

- C420 – Part F: Pipeline rail not provided
- C420 – Part G: Pipeline brackets not provided
- C425 – Part B: Retractable access platform not provided
- C590 – Part B: Pipe pedestal, bearing collar, pivot bearing with pipe saddle, and pipe bands not provided

**C105 HULL GEOMETRY**

A. CONTRACT DRAWING

Drawing 633-A215-01, Rev –

B. GENERAL

The bow and stern shall both be raked.

C. PRINCIPAL CHARACTERISTICS

Length.....	48' (Nominally)
Beam.....	18' (Nominally)
Depth.....	4' (Maximum)

## **C115 LIGHTSHIP SURVEY**

Upon completion of all work, with the vessel in the lightship condition, a lightship survey shall be conducted on four completed vessel picked at random by the COR. The lightship survey shall be carried out in accordance with ASTM F1321 - 90. The Contractor shall provide a lightship survey report, which gives the "lightship" load condition displacement. The report shall state that the results are applicable to all twenty vessels.

Within 10 business days after completion of the lightship survey, the Contractor shall submit the results to the Government.

## **C125 HYDROSTATICS**

Hydrostatics shall be performed for the pontoons. A single submittal identifying itself as applicable to all pontoons is required. The Hydrostatic calculations shall be performed on the molded properties.

A document providing tables shall be developed to reflect the curves of form. The tables shall be complete for drafts from 3 inches to the deck edge on 3-inch increments. The tabulated values are to include as a minimum:

- displacement in fresh water, full and molded
- deadweight
- center of buoyancy (LCB and VCB)
- longitudinal center of flotation (LCF)
- tons per inch immersion (TPI)
- transverse and longitudinal metacentric heights ( $KM_L$  and  $KM_T$ )
- moment to change trim one inch (MTI1")

The tabulated values shall be submitted in professional form with a cover sheet including the standard drawing title block and drawing number.

**C200 ARRANGEMENTS****GENERAL**

The hull arrangement shall be subdivided into at least five watertight compartments in order to provide one compartment floodability. The deck shall be reinforced as necessary to support the calculated loads in the way of the pivot bearing and deck fittings. No mooring winches are required. A system of kevels shall be provided around the exposed deck to moor the pontoons. A single weld on tow knee pad fender system shall be provided on both sides of each pontoon. A retractable access platform shall be installed on all pontoons to allow the crew to work between/under the pipe connections. Five of the twenty pontoons shall be outfitted with a pipeline bracket mechanism. The pipeline bracket is used to secure the pipeline in a longitudinal position while the pontoons are in transit.

## **C300 HULL STRUCTURE**

### **C301 GENERAL STRUCTURE**

A. CONTRACT DRAWING

Drawing 633-A215-01, Rev –

B. GENERAL

The Contractor shall develop the structure for the Detailed Design and construct the pontoons in accordance with the Contract Drawings. The hull is to be constructed of 3/8" steel and the deck is to be 1/4" steel.

It is the responsibility of the Contractor to develop the hull structure scantlings with all necessary plating, bulkhead and framing construction, and welding details and submit them to MDC and ABS for approval.

The Contractor shall submit calculations required to determine all principal hull, deck, bulkhead and scantlings. The Contractor shall also submit calculations required to determine foundation scantlings, rigging components and lifting padeyes. Structural calculations shall be submitted with the associated structural drawings. Structural drawings will not be reviewed without accompanying calculations.

### **C305 SCANTLING PLANS**

The Contractor is responsible for developing the structure scantlings in way of the pivot bearing and deck fittings. The scantlings shall be sized to safely absorb the anticipated loads from the loaded pipeline. The Contractor shall determine the anticipated loads from the pipeline information provided in Clause C100.

## **C400 OUTFIT**

### **C406 COATING SYSTEM**

#### **A. SURFACE PREPARATION**

Surface preparation for all structural steel shall be in accordance with Steel Structures Painting Council Standards, SSPC-SP10-85 (Near White Metal Blast) throughout. Profile after blasting shall be 1-1/2 to 2-1/2 mils in depth and jagged. All mill scale, weld spatter, dirt, oil, and grease shall be removed.

Immediately upon completion of surface preparation, all steel shall be coated with the coating system described in the following.

Contractor may limit initial coating to base coat only. In this case, or where pre-construction primer is used prior to application of subsequent coats, all surfaces shall be prepared in accordance with the paint manufacturer's requirements, and any damaged areas repaired prior to application of the remainder of the system. All areas needing repair shall be cleaned to bare metal, spot blasted to restore profile, and re-coated with the base coat.

#### **B. PAINT REQUIREMENTS**

Paint shall be delivered in sealed containers with labels to indicate manufacturer, contents, and any special instructions. Paints and painting materials shall be stored under cover and protected from extreme temperatures.

Paints shall not be used if they have exceeded the closed shelf life or pot life recommended by the manufacturer. Additionally, paints shall not be applied in weather or humidity conditions not recommended by the manufacturer.

#### **C. APPLICATION OF COATINGS**

Surface preparation and paint application shall be in strict compliance with the coating manufacturer's recommendations. The Contractor shall take particular care to insure that coating system requirements are met in all areas, especially those difficult to coat, such as flange undersides. All painting on both the interior and exterior surfaces below the main deck shall be accomplished prior to launching of the vessel.

#### D. COATING SYSTEM

The system is composed of the following coating types:

- self priming epoxy base coat
- abrasion resistant epoxy barrier coat
- fade resistant urethane top coat

A Paint Schedule shall be developed and submitted to MDC during the Engineering Phase of the contract.

#### E. APPROVED COATINGS

The following coating systems from Ameron, BLP Mobile, International Paint and Finnaren & Haley have been reviewed and are considered to meet the coating requirements of this section. The Contractor may select any of these systems at his discretion. However, selection of any other coating system will require the review of the proposed coating manufacturer's data and concurrence of the Marine Design Center *prior to any application of the system*. Systems may not be "mixed" (i.e., mixing an "a" with a "b," as identified below, is not acceptable). The specific coating designations to be used are as follows:

##### Surface Tolerant Base Coat

- a. Ameron Amercoat 370
- b. Amercoat 235 (formerly Devoe Bar Rust 235)
- c. BLP Mobile MOPOXY-PLUS
- d. International INTERTUF 262 (use INTERGARD 403 for Ballast Tanks)
- e. Finnaren & Haley INDULON 235 (use INDULINE 891 UHS for Ballast Tanks)

##### Abrasion Resistant Epoxy Barrier Coat

- a. Ameron Amerlock 400GF
- b. Amercoat 238 (formerly Devoe Devguard 238)
- c. BLP Mobile MOPOXY-PLUS FG
- d. International INTERSHIELD 350
- e. Finnaren & Haley INDULON 882 Abrasion Resistant Epoxy

## Fade Resistant Urethane Top Coat

- a. Ameron Amercoat 450 HS
- b. Amercoat 369 (formerly Devoe Devthane 369)
- c. BLP Mobile MOTHANE HS-900
- d. International paint system requires:
  - 1) INTERGARD 267 (for exterior Hull below the Waterline)
  - 2) INTERTHANE 990 (for exterior Hull surfaces, other than those below the Waterline)
- e. Finnaren & Haley INDURATHANE 890 (above the waterline)

F. NUMBER OF COATS

The number of coats is not specified. The Contractor is required to provide the number of coats necessary to attain the DFT thicknesses required in the schedule below. Thickness applied per coat may not exceed the manufacturer's recommended maximum thickness. Each coat shall be listed in the Paint Schedule.

G. COATING "TYPE" AND DFT SCHEDULE

All areas of the each pontoon shall be coated in accordance with the following schedule:

1. Hull Exterior

All steel surfaces shall be coated with base coat at 8 mils DFT minimum.

All surfaces shall be overcoated (over the base coat) with barrier coat at 12 mils DFT minimum (not including base coat).

Lettering and numerals on the hull exterior shall be overcoated (over the barrier coat) with top coat at 2 mils DFT minimum.

The base coat and the barrier coat shall both be the same color.

2. Main Deck

All steel surfaces shall be coated with a base coat at 8 mils DFT minimum.

All surfaces shall be overcoated (over the base coat) with barrier coat at 12 mils DFT minimum (not including the base coat).

Non-skid garnet additive shall be added to the barrier coat.

Deck area shall be overcoated (over the barrier coat and non-skid garnet) with top coat at 4 mils DFT minimum.

3. Deck Fittings

All deck fittings shall receive a base coat at 5 mils DFT minimum and be overcoated (over the base coat) with a barrier coat at 5 mils DFT minimum. A top coat at 2 mils DFT minimum shall overcoat the barrier coat.

4. Hull Interior

Steel surfaces within the hull include the voids. All steel surfaces within the hull shall be coated with base coat at 8 mils DFT minimum.

H. COATING COLOR SCHEDULE

Colors shall conform to Federal Standard 595a(3) Colors Identification Numbers. Color chips (3" x 5") may be produced from the General Services Administration/Specifications Section as follows:

GSA/FSS/Specification Section  
470 L'Enfant Plaza East SW, Suite 8100  
Washington, DC 20407

Phone: (202) 619-8925  
FAX: (202) 619-8978

The coloring schedule shall be as follows:

<u>AREA</u>	<u>COLOR/FS595 NUMBER</u>
• Hull Exterior	Black/17038
• Main Deck	Deck Red/10076
• Pipeline Casting	Deck Red/10076
• Hull Interior	Grey/16473
• Deck Fittings	Yellow/13655
• Hull Markings *	White/27880

On deck areas, both **under coat** (barrier coat for hull and base coat for deck other than hull) **and top coat** shall be the same color. All other items must conform to the painting schedule.

On exterior hull areas, both the **base coat and the barrier coat** shall be the same color.

All top coating shall be thick enough to provide complete opaque color coverage. Thickness increased over the DFT minimums required above shall be provided if required for opaque color coverage.

\* See Clause C460 for details on special hull markings.

#### I. FINAL INSPECTION OF PAINTING

The Contractor is responsible for delivering the pontoons with all painted surfaces in sound condition, and in accordance with this specification.

Prior to launching of the pontoons, all interior and exterior painting shall be thoroughly inspected. Notice shall be given to the COR, 7 days in advance of the scheduled launching for this purpose. If there are any defects or damage in the coating of any pontoon, the Contractor shall, as necessary, repair the coating to restore the integrity of the paint system, and to meet the requirements of this specification. All damage shall be cleaned to bare metal, spot blasted to restore profile, and re-coated with the entire system schedule.

Each pontoon shall not be launched until:

- The painting documentation as required in paragraph I above has been provided to the COR. The documentation must show compliance with this specification in all areas, and all readings taken.

- The painting has been inspected by an MDC representative and approved by the COR. Contractor must provide documentation prior to MDC inspection.

If outfitting is required after launching, all interior and exterior painting shall be re-inspected prior to Provisional Acceptance, and any damaged areas of the coating shall be repaired by the Contractor as necessary to restore the integrity of the paint system.

Any additional painting required as a result of the Final Inspection shall be done as required to meet this specification at no additional cost to the Government.

## J. DOCUMENTATION

### 1. Documentation

For the system applied, the Contractor shall provide a written signed statement from the paint manufacturer certifying that all coating application and surface preparation are in accordance with the coating system manufacturer's requirements, and that the coating application meet all requirements in this specification.

The Contractor shall provide documentation logs for each coating applied. The logs shall include the following parameters:

- a. Coating (per specification) type.
- b. Coating manufacturer's requirements for preparation, environmental conditions and application.
- c. Date and time of preparation and application.
- d. Extent and location of area coated.
- e. Surface: preparation, condition at time of coating, temperature at time of coating, dew point at time of coating.

f. DFT measurements for each applied coating type. Measurements shall be taken as follows:

- all flat surfaces, one reading per every 200 square feet, uniformly distributed.
- undersides of all flanges, one reading per every 50 linear feet of flange, uniformly distributed.
- all free standing structural members, i.e. stanchions, truss diagonals, etc., one reading per 50 linear feet of length each surface, but a minimum of two readings per surface.

Wet film measurements may be taken and converted to DFT as an alternative to direct DFT. In areas where multiple coating types are required, the above DFT requirements are applied to each coating type.

g. Services provided by paint manufacturer's representative (i.e. DFT readings, dew point, etc.), if present during application.

h. Signature of paint manufacturer's representative on site, if present.

## 2. Warranty

For each pontoon, the Contractor shall warrant the coating system for one calendar year, commencing at final acceptance consistent with the overall vessel warranty. The Contractor shall repair any coating failures during this time period at his cost.

## K. SAFETY AND HEALTH STANDARDS

The U.S. Occupational Safety and Health Administration Regulations(OSHA) for shipyard employees engaged in surface preparation and coatings application shall be in accordance with the OSHA regulations stated in 29 CFR, subpart C.

These regulations require the Contractor to have access to a "competent person" to test compartment atmosphere quality. The "competent person" shall be in accordance with OSHA regulations, stated in 29 CFR, subpart A, 1915.7.

The regulations also require that frequent testing of the atmosphere shall be made in compartments being coated or preserved (or prepared for coating or preservation) by paints and coatings dissolved in highly volatile, toxic and flammable solvents (29 CFR, subpart C, 1915.35(b)), to ensure the atmosphere is not hazardous.

Each compartment inspection and test shall be logged on OSHA Form 74, with instructions on how to maintain a safe atmosphere in these spaces until the completion of the contract.

On 24-hours notice of any Government inspection, and before any representative of the U.S. Government boards the vessel for inspection, each enclosed or confined space to be inspected shall be labeled "Safe for Workers" in accordance with the OSHA regulations stated in 29 CFR 1915.31-36. The initial certificate shall be issued by a National Fire Protection Association (NFPA) certified Marine Chemist. A competent person may re-certify daily provided that the conditions have been maintained.

This means that in all spaces so designated:

- The oxygen content of the atmosphere is at least 19.5 percent and below 22 percent by volume;
- The concentration of flammable vapors is below 10 percent of the lower explosive limit (LEL);
- Any toxic materials in the atmosphere are within permissible concentrations;
- Any residues or materials associated with any work in the space will not produce uncontrolled release of toxic materials under existing atmospheric conditions while maintained as directed.

The Contractor shall notify the Government when this certificate has been issued for each compartment and tank. The pontoon will not be inspected and accepted by the Government without a NFPA Marine Chemist certificate for each compartment designated "Safe for Workers."

## **C410 HULL OUTFIT**

### A. CONTRACT DRAWINGS

Drawing 633-A215-01, Rev -

### B. DESCRIPTION OF WORK

The Contractor shall supply and install all deck outfitting as shown on the contract drawing #633-A215-01, Rev -.

### C. RUB STRAKES

Rub strakes shall be provided, located and installed as shown on the Contract Drawing. Rub strakes shall be 1" thick by 10" wide mild steel with chamfered edges (1/2" on side at 45 degrees). Ends shall be chamfered the same as the edges. Jogging strakes to avoid weld seams is not acceptable.

Rub strakes shall be continuous seal welded to hull plate all around. Rub strakes shall be located such that the draft marks are centered on the strakes, and provide a radius cut out to accommodate the draft marks recessed in the strakes as necessary.

## **C415 DOORS, WINDOWS, HATCHES AND MANHOLES**

### A. CONTRACT DRAWINGS

Drawing 633-A215-01, Rev -  
Drawing 633-A425-01, Rev -

### B. MANHOLES

Flush mounted, watertight, 18 inch diameter, single bolt manholes, one per compartment, non-adjacent, access hatches shall be furnished and installed in each pontoon, as located on the contract drawings. The manholes shall be similar to BAIER BFHR-18 aluminum manholes. All manhole covers shall be fitted with chain or cable retaining devices.

The Contractor shall provide a single "T-Handle" wrench for each barge. The "T-Handle" shall be furnished loose for mounting later on the discharge pipe by the Government.

**C420 DECK FITTINGS**A. CONTRACT DRAWINGS

Drawing 633-A215-01, Rev -  
Drawing 633-A425-01, Rev -

B. KEVEL CHOCKS

Kevel chocks shall generally be located as shown on the Contract Drawings. Kevel chocks shall be 24-inch cast steel of the open type with smooth formed openings similar to NABRICO DF-30. Kevel chocks with plate edges in openings are not acceptable. The kevel chocks shall be continuously welded with fillet welds to 1/4-inch thick doubler plates.

D. PIPE COUPLINGS

The Contractor shall install a 4" diameter pipe coupling for each compartment for the purpose of inserting a hose to pump water from any compartment. The pipe coupling shall be recessed into the deck and fit with a watertight brass plug that is flush with the deck.

E. LIFTING PADEYES

A system of four padeyes used for the purpose of lifting the pontoon out of the water (with the pipe attached) shall be installed in accordance with Contract drawing No. 633-A215-01. The Contractor shall perform all calculations necessary for padeye design.

Allowable stresses for in-plane padeye axial tension, bending and shear stresses, shall be in accordance with those defined in the article, "Systematic Approach to Lifting Eye Design" by Russo and Hall, published in Ocean Resources Engineering, November 1977. This article made reference to the Seventh Edition of the American Institute of Steel Construction (AISC) Manual. The safety factors referenced in this document must be checked against the requirements of the Ninth Edition of the AISC Manual (for Allowable Stress Design (ASD)).

Out of plane stresses shall also be addressed in the design calculation. In order to address simultaneous occurrence of in-plane and out-of-plane stresses, in the padeyes, Interaction Equation H2-1, defined in the Ninth Edition of the AISC-ASD Manual, should be used to address simultaneous axial tension and biaxial bending stresses. The allowable out-of-plane bending stress used in the referenced equations shall be 0.75 Fy, based upon bending of rectangular bars about their weak axis, as defined by Equation F2-1 of the AISC-ASD Manual.

Padeyes may be bent in the direction of the wire rope lifting slings in order to minimize the effects of out-of-plane stresses.

The padeyes shall be fully incorporated into the structure of the pontoon, by welding directly to the side shell, centered on the forward and aft collision bulkheads. Plug welds shall be provided through the padeyes in line with the bulkheads.

F. PIPELINE RAIL

The Contractor shall install a pipe rail per the contract drawing #633-A215-01, Rev -. The pipe rail shall be fabricated from a WT 5"x15" steel tee. The steel tee shall be rolled to a 17'-0" diameter. The pipe rail shall be installed so as to have the center of the 17'-0" diameter ring located about midships of the pontoon.

G. PIPELINE BRACKETS

Five of the twenty pontoons shall be outfitted with a pipeline bracket. The pipeline bracket shall be located per the contract drawing. The pipeline bracket is used to secure the pipeline in the longitudinal position while the dredge and pontoons are in tow. The Contractor shall be responsible for developing the design of the pipeline bracket based on the pipeline characteristics define in Clause C100.

## **C425 WALKWAYS, RAILINGS & GRATING**

A. CONTRACT DRAWINGS

Drawing 633-A215-01, Rev -  
Drawing 633-A425-01, Rev -

B. RETRACTABLE ACCESS PLATFORM

One retractable access platform shall be located, fabricated and installed per the contract drawing #633-A425-01, Rev -, on each of the twenty pontoons. The undergrating shall be galvanized steel and sized to safely withstand the maximum expected load of 800 pounds. Any damage to the galvanized surface during construction shall be restored. The top layer of the platform shall be a non-slip poly resin material that is fastened to the grating. The top layer shall be similar to Ultra Poly, Inc. model number #UP BRAXX, 3/8"

**C427 VERTICAL LADDERS**

A vertical ladder shall be installed below each manhole. All ladders and their handrails shall comply with appropriate sections of the U.S. Army Corps of Engineers Safety and Health Requirements Manual.

**C430 DECK COVERING****A. EXTERIOR DECKS**

A non-skid surface shall be applied to all exterior decks. See coating schedule in Clause C406.

**C460 INSIGNIA AND MARKINGS**

All hull markings shall be Arabic numerals, and block type letters cut from 1/4 inch steel plate, and attached to the hull with light continuous welds. Hull markings shall be located approximately as shown on the Contract Drawing.

Draft marks shall be 6 inches high, located on the hull sides, forward and aft. The draft marks shall indicate each foot of draft from the 1-foot water line to the 3-foot water line and be measured from the underside of the bottom plating projected to the bottom of each numeral.

Name markings in 8-inch high letters, consisting of the vessel name listed in Clause C006, Vessel Identification, shall be located on the doubler plate at the pivot bearing as shown on the Contract Drawing.

A 6-inch yellow safety stripe shall be painted around the perimeter of the deck as shown on the Contract Drawings. The yellow paint shall be Yellow/13655, similar to the deck fitting color.

Confined space markings shall be stenciled on all entrances and shall read as follows:

**DANGER  
PERMIT REQUIRED  
CONFINED SPACE  
DO NOT ENTER**

**C500 SPECIAL FEATURES****C590 PIPELINE SUPPORT CASTINGS**A. CONTRACT DRAWINGS

Drawing 633-A215-01, Rev -  
 Drawing 633-A590-01, Rev -

B. SCOPE

The work covered under this clause consists of providing all materials, labor, plant, and equipment and delivering pipe pedestals, bearing collars, pivot bearings with pipe saddle, and pipe bands for dredge pontoon pipe as specified herein and/or as shown on the Contract Drawing 633-A590-01, Rev.-. One of each item shall be installed on the twenty pontoons as shown on the Contract Drawing 633-A215-01, Rev. -. Five of each item shall be delivered as spares with the delivery of the finished pontoons.

1. Items to be Furnished

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Material</u>
001	Pipe Pedestal	25	ASTM 285/A285M Grade C, Flange Quality
002	Bearing Collar	25	ASTM 285/A285M Grade C, Flange Quality
003	Pivot Bearing/Pipe Saddle	25	ASTM 285/A285M Grade C, Flange Quality
004	Pipe Band	25	ASTM 285/A285M Grade C, Flange Quality

## 2. Casting Quality Control

The clause applies to all castings and should be coordinated with Clause C025.

The Contractor shall establish and maintain quality control for the work specified in this clause to assure compliance with requirements and maintain records of his quality control for all construction operations including, but not limited to the following:

- a. Inspection on delivery of all supplies and materials.
- b. Inspection at the work site to assure use of specified materials and equipment.
- c. Casting, fabrication, welding, installation, and testing.

## 3. Applicable Publications

The publications listed below form a part of this clause to the extent referenced. The publications are referred to in the text by basic designation only.

American Society for Testing and Materials (ASTM)

ASTM A285/A285M-03 Standard Specification for Pressure Vessel Plates, Carbon Steel, Low- and Intermediate-Tensile Strength

ASTM E94-04 Standard Guide for Radiographic Examination

ASTM E186-98 Standard Reference Radiographs for Heavy-Walled (2 to 4 1/2-in. (51 to 114-mm)) Steel Castings

ASTM E280-98 Standard Reference Radiographs for Heavy-Walled (4 1/2 to 12-in. (114 to 305-mm)) Steel Castings

ASTM E446-98 Standard Reference Radiographs for Steel Castings Up to 2 in. (51 mm) in Thickness

ASTM E1444-01 Standard Practice for Magnetic Particle Examination

4. General Requirements

See Clause C025, Contractor Quality Standards.

C. CASTINGS

Steel used in construction of the pipe pedestal, pivot bearing with pipe saddle, and the pipe band shall comply with the requirements of ASTM Specifications ASTM 285/A285M, Grade C, Flange quality.

The structure of the metal in the castings shall be homogeneous and free from excessive nonmetallic inclusions. Excessive segregation of impurities or alloys at critical points in castings will be cause for rejection.

D. PATTERNS

The Contract Drawing 633-A590-01, Rev.-, details the final casting product. The patterns for the castings shall be developed to produce steel castings that are true to the dimensions shown on the Contract Drawing, within a tolerance of plus or minus 1/16-inch.

Care shall be taken to avoid sharp corners or abrupt changes in cross section and ample fillets shall be used in the construction of patterns. Draft and increases in pattern thicknesses shall be added as required to conform to the standard foundry practice applied and as necessary to ensure that all metal thicknesses of the finished castings conform to the dimensions shown on the Contract Drawing and are within the tolerances indicated. All patterns shall become the property of the Government and not be used for work under any other contract unless specifically authorized by the Contracting Officer. The patterns shall be delivered with the completed pontoons to the U.S. Army Corps of Engineers, ST. Louis District identified in Section F, Clause F02.

E. EXECUTION

1. Machining

The castings to be furnished under this clause shall be finished, except as indicated herein, by the Contractor by machining and/or grinding, drillings, and tapping to dimensions shown on the Contract Drawing. The dimensions of the finished surfaces of the steel castings shall be true to the dimensions shown within a tolerance of plus or minus 1/16-inch.

## 2. Repair of Defects

Repairs to castings shall not be made prior to approval by the COR. The Contractor shall notify the COR with any defects to the castings, digital photographs of the affected areas, and recommendations for repairing the defect. The repair of defects in castings shall not be accomplished by peening, plugging, or impregnating. Minor surface imperfections not affecting the strength of castings may be welded in the "green" if approved by the inspector. Any defect in the castings that are deemed repairable by the Contractor may be removed and repaired by welding. The defects shall be removed entirely so as not to affect the strength, use, or machinability of the castings when properly welded and stress relieved. The welding procedure shall be in accordance with Clause C025. The deposited weld metal shall have a degree of hardness and other mechanical properties comparable to the same quality standards required of the casting, and the areas shall be suitably marked to facilitate inspection.

## 3. Identification Marking

Castings shall bear the producer's name or symbol and pattern mark, except castings of such small size as to mark such marking impracticable. Castings weighing over 50 pounds shall have the heat or foundry lot number cast or stamped on the casting.

## 4. Tests

a. Testing of Material: The Contractor shall make, or have made at his expense, inspections and tests to determine that the materials furnished meet the requirements of these specifications. A testing agency capable of performing the required tests shall be selected by the Contractor and approved in writing by the COR. Certified test reports, along with all radiographic films and interpretations shall be furnished to the COR prior to the installation of castings on the pontoons. The Contractor shall notify the COR with any defects to the castings, digital photographs or radiographic films and interpretations of the affected areas, and recommendations for repairing the defect. Any defective casting shall be replaced or repaired by welding upon COR approval as necessary and retested, all at the Contractor's expense.

b. Radiographic Testing: The COR may select four samples from each item for radiographic testing. The selection of sample by the COR shall be made at random after the castings have been poured. The Contractor shall determine the areas on each casting item to be inspected by radiographic examination and indicate them on the required drawings during the Engineering Phase (Phase II). The radiographic examination shall be performed by the testing agency approved by the Contracting Officer.

If this examination indicates any defective areas of tested samples, the Contractor shall have a testing agency radiograph those areas on additional castings at the Contractor's expense. The radiograph test procedure shall conform to the requirements of ASTM E94. Standards of acceptance shall be in accordance with the provisions of ASTM E446 for castings up to 2-inches thick, ASTM E186 for castings between 2 and 4 ½-inches thick, and ASTM E280 for casting between 4 ½ and 12-inches thick. Sufficient radiographs shall be taken of sample castings, as describe above, to demonstrate to the Contracting Officer that the castings are sound, homogeneous and comply with this specification. Categories D and E with severity level of 1 will be acceptable only if the angle between defect and direction of the principle stress is not greater than 20 degrees. Each casting shall be adequately marked, if not already marked by the foundry, to permit correction of radiographic films to their castings. The Contractor shall notify the COR with any defects to the castings and recommendations for repairing the defect. Any defective casting shall be replaced or repaired by welding as upon COR approval necessary and retested, all at the Contractor's expense

c. Magnetic Particle Testing: Four samples from each item, not chosen for Radiographic Testing, shall undergo magnetic particle examination. The magnetic particle test methods and acceptance standards shall be in accordance with ASTM E1444. The Contractor shall notify the COR with any defects to the castings and recommendations for repairing the defect. Any defective casting shall be replaced or repaired by welding as necessary and retested, all at the Contractor's expense

d. Acceptance: The Contractor shall supply one of each casting to the Government for installation and testing on an existing pontoon prior to full production of the castings. The initial castings shall be transported to the final destination identified in Clause F02 at the Contractor's expense. The Government shall install the test castings to ensure a proper fit. The Contractor may only begin production of the remaining castings following written authorization from the COR.

The castings shall be satisfactorily cleaned for their intended use when offered for inspection. When each shipment of casting has been delivered to the Contractor's facility, the Government will make the final inspection and acceptance. All material and workmanship shall be subject to inspection, examination and test by the COR. When the COR determines that the casting has been satisfactorily completed, it will be accepted for installation.

**C800 SPARES**

The following spare parts shall be furnished:

<u>Description</u>	<u>Quantity</u>	<u>Packaging</u>
Pipe Pedestal	5	OUTSIDE
Bearing Collar	5	OUTSIDE
Pivot Bearing with Pipe Saddle	5	OUTSIDE
Pipe Band	5	OUTSIDE

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**PART I - THE SCHEDULE - SECTION D  
PACKAGING AND MARKING**

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**PART I - THE SCHEDULE - SECTION D  
PACKAGING AND MARKING**

D01 PACKAGING

All Spare Parts shall be packaged by the Contractor for delivery and storage.

All Spare Parts shall be placed aboard the appropriate vessel, or loaded on Contractor-furnished trucks by the Contractor after they have been packaged and marked by the Contractor in accordance with the requirements of this section.

Spare Parts and materials are divided into two types based on their manner of long-term storage. All spares and materials shall be preserved for either long term "outside" storage or packaged for long term "protected" storage.

"Consumables" such as bulbs, filters, paint and hardware shall be stored aboard the vessel and do not need to be marked in accordance with Section.

"OUTSIDE" Storage Spare Parts and materials are intended to be stored for extended (two to five years) periods of time outdoors. These parts will be preserved with a paint or other preservative coating acceptable to the manufacturer and the COR; all threaded parts will be coated or filled with preservative and plastic pipe caps or plugs inserted.

"OUTSIDE" spare parts shall be fitted with contractor furnished pallets, or fixtures to raise them off the ground during storage and provide a lifting rig for moving them by crane, forklift and truck.

"PROTECTED" Storage Spare Parts are intended to be stored for extended (two to five years) periods of time in unheated warehouses.

"PROTECTED" Storage Spare Parts shall be coated with paint and other preservative coating systems as recommended by the manufacturer and acceptable to the COR and packaged for mechanical and physical protection as accepted by the Contracting Officer's Representative.

D02 MARKING

All Spare Parts and materials shall be marked or labeled by the Contractor.

All "OUTSIDE" spare parts and materials shall be marked with a stencil, in paint of a contrasting color, in at least three places, with letters not less than 3-inches high, with the following information:

VESSEL NAME  
 CONTRACT NUMBER  
 NAME OF PART (COMPLETED BY THE CONTRACTOR)  
 DRAWING REFERENCE (COMPLETED BY THE CONTRACTOR)  
 MANUFACTURER (COMPLETED BY THE CONTRACTOR)  
 YEAR OF MANUFACTURE (COMPLETED BY THE CONTRACTOR)  
 OTHER IDENTIFYING INFORMATION

Alternately, the preceding identification information may be cast into or "written" on the piece in welding electrode in at least two places with letters not less than 1-inch high. The identification information shall be cast into all steel castings provided by the Contractor.

All "PROTECTED" spare parts and equipment shall be fitted with a plastic nametag, engraved plastic nameplate or other device acceptable to the Contracting Officer's Representative with the following information completed by the contractor:

NAME OF PART & PART NUMBER  
 VESSEL NAME  
 CONTRACT NUMBER  
 NAME OF EQUIPMENT OF WHICH ITEM IS A PART  
 DRAWING REFERENCE  
 MANUFACTURER  
 YEAR OF MANUFACTURE  
 OTHER IDENTIFYING INFORMATION

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**PART I - THE SCHEDULE - SECTION E  
INSPECTION AND ACCEPTANCE**

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**PART I - THE SCHEDULE - SECTION E  
INSPECTION AND ACCEPTANCE**

**E01 INSPECTION**

The contract will be managed by the Marine Design Center (MDC) of the U.S. Army Corps of Engineers (USACE) and is subject to inspection by its appointed representatives to ensure strict compliance with the terms of the contract. No Government Representative, except the Contracting Officer, is authorized to change any provision of the specifications, nor shall the presence or absence of a Government Representative relieve the Contractor from any requirements of the contract.

The Contractor shall provide "Safe for Workers" labels, in accordance with the OSHA regulations stated in 29 CFR 1915.11-12, for all confined and enclosed spaces prior to permitting entrance for work or inspection. This procedure shall be reflected in the Contractor's Safety Plan. See Section H, Clause H07.

Entry shall not be permitted to any confined or enclosed space that does not have a current "Safe for Workers" label.

**E02 LAUNCHING**

The Contractor shall be responsible for the satisfactory launching of each vessel at the time and date selected and mutually agreed upon by the Contractor and the COR. Prior to launching, the interior of the vessel shall be free of all standing water.

The Contractor shall provide a written notice to the COR 7 calendar days prior to each launching. Prior to launching, all painting below the main deck (interior and exterior) must be completed. The Contractor shall schedule 3 days between hull inspection and launch to allow any new paint on the hull interior and exterior to cure properly.

### **E03 QUALITY CONTROL AND INSPECTION**

After Notice To Proceed with "ENGINEERING & SCHEDULING" the Contractor shall develop a Contractor Quality Control (CQC) and Inspection Program for the work required in this contract. This program shall contain two sub-programs which will provide for review and quality control of the "Engineering and Scheduling" submittals and regular inspection and testing of the construction work in progress and the preparation and maintenance of documentation and records.

The first sub-program, (CQC of the engineering phase), must be submitted within 14 calendar days after the Notice To Proceed with the "ENGINEERING & SCHEDULING" phase of the contract.

The second sub-program, (CQC of the construction phase), must be submitted and accepted in the "Engineering and Scheduling" phase of the contract. The Notice To Proceed with "Construct, Test, and Delivery", will not be issued until this document is accepted.

The documentation and records of sub-program 1 shall:

- Define the review and correction process for all "Engineering and Scheduling" phase submittals with particular attention given to the Final Design Drawings.

The documentation and records of sub-program 2 shall:

- Define Contractor tests and inspections to be accomplished for each work item of the contract. Such tests and inspections shall be keyed to the appropriate paragraph of each clause.
- Be commensurate with the complexity of the work in the specification and adequate to assure the Contractor that the product or subproduct offered conforms to the requirements of the contract.
- Be available to the Government Representative at all times and contain recorded data of all Contractor conducted inspections and tests conducted to date. All Quality Control reports, including those of subcontractors and regulatory agencies will be maintained and included in the Test Report of Clause E05.
- List by name and title, the Contractor's representatives who are authorized to witness or perform and sign for each test and inspection.

The following are the minimum requirements for data to be recorded:

- Type of inspection or test (e.g., visual, mechanical, liquid penetrant, radiographic), accept/reject criteria, and a statement as to whether the inspection was satisfactory or unsatisfactory.
- Number and type of deficiencies of material or workmanship found in the product or subproduct inspected and corrective action taken to correct the deficiencies and, for repetitive deficiencies, to preclude recurrence.
- Date and signature of the Authorized Contractor Representative who witnessed or performed the test or inspection.
- Responsible authorized personnel shall inspect the work in progress and all completed work, conduct necessary tests and record the data required. An Authorized Contractor Representative shall sign the records attesting to the validity of the information.

Contractor certified inspection is an integral part of all work, therefore the COR will consider the entire contract incomplete if Contractor documentation and records signed by the Contractor's Authorized Representative are not complete.

#### A. SUBCONTRACTORS

Work subcontracted and/or performed away from the shipyard is covered by this inspection system. The prime Contractor cannot delegate the authority to witness or perform, and sign for tests and inspections conducted away from the shipyard, without approval of the COR.

If the subcontractor has an established Quality Control program with designated organization and personnel, the prime Contractor may designate an appropriate individual in that organization as his authorized representative. Such designation shall clearly indicate that the individual is an employee of a subcontractor and his appointment shall be subject to the approval of the COR.

#### B. TESTING

When any workmanship, material, or apparatus fails to pass any test or inspection, it shall be fully retested only after all known faults have been eliminated. Where directed by the COR, such failed material or apparatus shall be completely removed from the work and renewed. Any defects in workmanship or material shall be remedied by the Contractor at no additional cost to the Government, except where work was performed on material furnished by the Government.

#### **E04 FACILITIES & SUPPLIES FOR PERSONNEL**

While it is not intended that the Marine Design Center will have a Resident Engineer's Office, the Contractor shall provide office space for use by a Marine Design Center staff of three.

The space shall be convenient to the work site and consist of a desk, three chairs, one commercial telephone, access to the Contractor's telephone system, and one drawing table suitable for layout of drawings for study. The commercial telephone shall have speaker-phone capability. The Contractor shall also provide a second, independent phone line in order that a laptop PC can communicate over the internet simultaneously.

The space provided shall be air conditioned, heated, ventilated, well maintained and well secured, and be convenient to toilet facilities. The space shall be suitable for both male and female staff.

Government Representatives attending the construction may bring with them walkie-talkie radios for intra-agency communication, cameras, and various items of test equipment. The Contractor shall permit unencumbered ingress and egress to and from the shipyard and vessel with such equipment.

Upon request, the Government representative shall have the unrestricted use of a fax machine, photocopier, word processing equipment, paper, supplies, etc.

The Contractor shall furnish an up-to-date set of drawings for exclusive use of USACE personnel.

## **E05 TRIALS, TESTS AND DEMONSTRATIONS**

### A. GENERAL REQUIREMENTS

#### 1. Levels Of Testing

The Contractor shall perform tests on all compartments. The tests shall be as necessary to demonstrate satisfactory compliance with the Specification requirements contained in Section C, "DESCRIPTION/SPECIFICATION/WORK STATEMENT", of this contract.

The Contractor shall perform three levels of testing as follows:

Level 1	Builder's Trials
Level 2	Dock Trials

All demonstrations, tests, and trials shall be performed as specified herein. The Contractor shall furnish all labor, materials, tools, and test equipment as necessary and perform the testing, trials, and demonstrations specified.

For details regarding the required tests for the steel castings, refer to Section C, Clause C590.

#### 2. Test Agenda and Test Memoranda

The Contractor shall prepare an Agenda and Test Memoranda of the required tests and trials, applicable for all pontoons, in accordance with the requirements set forth herein. The Agenda and Test Memoranda shall be submitted to the COR for review and approval during "ENGINEERING AND SCHEDLING" (see Clause H02).

##### (a) Test Agenda

The Contractor shall prepare a Test Agenda for Level 1 and 2 Tests and Trials. The Agenda shall be a complete, detailed schedule of all tests, trials and demonstrations specified in this Clause. The Test Agenda shall be arranged by day, not date, and shall list the specific tests, trials, and demonstrations, and the sequence in which these will be performed.

(b) Test Memoranda

The Contractor shall prepare Test Memoranda for compartments and systems tested under the Levels 1 and 2 test and trial requirements of this Clause.

The Memoranda shall describe the actual test procedures, and data to be taken.

Each Test Memoranda shall:

- Describe instrumentation for each test
- Describe the test procedure
- Include signature blocks for Contractor representative witness, Government Representative, and ABS witness signatures, times, and dates
- Include a space for writing comments
- Include a blank space for relevant ambient conditions, tested parameter, designated values for pass/fail

The Test Memoranda shall be typed on 8-1/2 inch by 11-inch sheets of paper, single side, in three ring notebook, with dividers for each session. Each page shall include the Contract Number at the top.

The Memoranda shall be arranged by system and equipment, with each level of testing for a specific system or piece of equipment recorded under the respective heading.

The Test Memoranda shall be arranged by system and level of testing similar to the following outline:

X. System (or equipment)

- a. Builder's Trials
- b. Dock Trials

3. Test Reports

(a) Test Report Schedule

The Contractor shall compile the results of all tests and trials in a Test Report in accordance with the requirements set forth herein. Two levels of test reporting are required in accordance with the following schedule:

1. A preliminary Builder's Trail Test Report shall be available to the COR for examination following the successful completion of the Builder's Trials (Level 1).
2. Following the successful completion of Dock Trials (Level 2), the Contractor shall make the Dock Trials Test Report available to the COR for review.

(b) Test Report Requirements

The Contractor shall provide individual Test Reports for each of the vessels comprised of the results of all required Level 1 and Level 2 tests and trials. The Test Reports shall be the filled-in version of the Test Memoranda. The Test Reports shall be maintained current as tests and test levels progress. The Test Reports shall be furnished separately in three ring binders, with dividers for each test.

The final versions of the Test Reports, including the results of the two levels of the tests and trials, shall be bound in three ring binders and submitted in triplicate, within 30 calendar days following Final Acceptance, and prior to Final Payment.

(c) Test Report Review and Approval

The Test Reports shall be reviewed and approved by both the Contractor and the COR at the conclusion of each level of testing. Review and approval of the Test Reports by the Contractor and the COR, including the completion of all corrective measures, is a precondition for moving to the next level of testing.

#### 4. Deficiencies

The COR will compile a list of deficiencies which will be given to the Contractor. All deficiencies shall be corrected. Final Acceptance of the vessel will be made following remedy of all deficiencies.

Successful completion of all test, trials and demonstrations and remedied deficiencies, shall be determined by the COR.

#### B. BUILDER'S TRIALS (LEVEL 1)

The Builder's Trials are designed to ensure proper construction, and installation of all equipment, exterior hull, interior bulkheads, and hull structure. Builder's Trials shall be performed during the course of construction and prior to the beginning of Dock Trials (Level 2).

The COR shall be notified at least 24 hours in advance of any such testing and may, at his discretion, send a Government representative to witness any or all tests.

Documentation of all pre-test inspection shall be in accordance with the requirements of Clause E03 (Quality Control and Inspection). All deficiencies including cracks, leaks, or poor workmanship shall be corrected prior to commencement of Dock Trials (Level 2). In addition to the testing required by Clause E03 and as noted above, Pre-Trial tests shall include the following:

##### 1. Hull

All major dimensions shall be measured and recorded to verify compliance with the Contract requirements.

All tanks, main deck, side and bottom shell, and watertight bulkheads shall be tested in accordance with ABS Rules to the satisfaction of the ABS Surveyor.

The ABS Surveyor shall sign the Test Reports as witness of all hull compartment testing.

Any leaks, including leaks discovered after launching shall be made tight by a repair procedure approved by ABS and the COR.

Any structure damaged during the course of testing shall be repaired or replaced by the Contractor to the satisfaction of the COR.

The rub strakes shall be inspected to verify continuous welding and compliance with the Contract requirements.

2. Deck Fittings

Deck fittings, including the pipeline pedestal, shall be visually inspected to verify continuous welding and installation of all support structure.

3. Manholes

All manholes shall be tested for water tightness as required by ABS Rules and to the satisfaction of the ABS Surveyor.

4. Hull Markings

Hull markings shall be visually inspected for continuous welding and placement.

C. DOCK TRIALS (LEVEL 2)

Dock Trials are tests the Contractor must perform in the presence of the Government Representative to demonstrate that the proper construction and installation of all materials.

Prior to the start of Dock Trials, all construction and installations must be complete (except for final cleaning and touch-up painting), and all Level 1 testing must be successfully completed and documented. The Test Report must be current through the first level of testing and accepted by the COR before Level 2 testing can proceed.

Commencement of Dock Trials shall be no sooner than one full working day after completion of Builder's Trials. The COR shall be notified immediately of any condition which would delay the conduct of Dock Trials.

The COR shall be notified in writing 10 working days in advance of the date set for testing. Results of the Level 1 testing must be faxed to the Marine Design Center at least one working day prior to the start of the Dock Trials, if Level 1 testing was not attended by a Government representative.

All testing and trials shall be conducted in the presence of a Government representative and any vendor representatives required by the contract. The tests shall be conducted in accordance with the Agenda.

During Dock Trials and thereafter, the atmosphere in spaces being prepared for, and preserved by, paints dissolved in highly volatile, toxic, and flammable solvents (29 CFR 1915.35(b)), shall be tested frequently and shall be in accordance with the U.S. Occupational Safety and Health Agency Standards and regulations stated in 29 CFR 1915.31-36.

Within 24-hours of final inspection, and before any representative of the U.S. Government boards the vessel for such duties, each compartment shall be certified "SAFE FOR WORKERS" by the Contractor's designated "competent person" or by a National Fire Protection Association (NFPA) certified Marine Chemist. This means that in the compartments so designated:

- The oxygen content in the atmosphere is at least 19.5-percent by volume;
- Toxic materials in the atmosphere are within permissible concentrations;
- The residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the compartment certificate.

The Contractor shall notify the Government when this certificate has been issued. A vessel will not be inspected and accepted by the Government without a certificate for each hull compartment designated "SAFE FOR WORKERS" issued by the person qualified for this purpose.

The success of all tests and the existence of any deficiencies shall be determined by the COR. Deficiencies shall be remedied prior to Provisional Acceptance.

#### D. SPECIFIC DOCK TRIALS AND DEMONSTRATIONS

##### 1. Hull Compartments

The Contractor shall show that each hull compartment is dry and free from leakage. The hull compartment paint shall be complete and intact.

##### 2. Manholes

The Contractor shall demonstrate the each manhole is functional by opening and removing the manhole and replacing it and securing it in place. While the manhole is open, the Contractor shall show that each manhole has a chain connecting it to the vessel hull in accordance with the Specification.

All manhole auxiliary covers shall be lifted out and replaced to assure proper fit.

##### 3. Vertical Ladders

The Contractor shall show that all vertical ladders have been installed and are functional.

#### 4. Deck Fittings

The Contractor shall show that kevels, retractable access platforms, and pipe couplings have been properly installed. The Contractor shall also demonstrate that the pipeline pedestal has been properly installed and that the pivot bearing, bearing collar and pipe band assemblies correctly.

#### 5. Lightship Survey

A lightship survey shall be conducted on four vessels, selected by COR, to record their final delivery weight. All construction shall be complete and all liquids and debris removed from the vessel. The draft marks and freeboard at each corner of the vessel shall be measured to the nearest ¼-inch and recorded. A report shall be submitted prior to delivery, reflecting all readings taken and the resultant weight of the vessels based on the vessel hydrostatic calculations.

### **E06 FINAL INSPECTION**

When all work and Phase 2 testing has been satisfactorily completed at the builder's yard, the Contractor and a Government Representative shall make a complete physical inspection and inventory of each vessel. A "punch list" of deficiencies will be developed and presented to the Contractor for corrective action.

All corrective action necessary to eliminate the "punch list" deficiencies shall be completed at the Contractor's facility. The Contractor shall give the COR 7 working days notice prior to the desired date of reinspection.

Prior to any inspection or reinspection, each vessel and all its equipment shall be thoroughly cleaned and all painting and finishes required to be performed by the contractor put in first class condition.

### **E07 PROVISIONAL ACCEPTANCE AND DELIVERY**

Delivery of each vessel may not be started until Provisional Acceptance of that vessel has been made. The vessels will be Provisionally Accepted at the builder's yard upon satisfactory completion of the following:

- Level 2 Tests and Trials
- Correction of all "punch list" deficiencies
- Receipt of required contract deliverables

The Contractor shall deliver the vessels to ST. Louis, MO. The vessels shall be subject to a complete inspection at the time of delivery.

The Contractor shall assume all costs associated with the delivery and shall deliver the vessels afloat and "Ready for Service", which is defined as clean inside and out; all trash, dunnage, lashing, and delivery related material disposed of; loose items of outfit in place; all mechanical systems operational; equipment properly adjusted; and damaged paint touched up. The Contractor shall provide necessary personnel, equipment and materials to make each vessel "Ready for Service". Every space, compartment, and deck of each vessel shall be cleaned to the satisfaction of the COR.

### **E08 FINAL ACCEPTANCE**

Final Acceptance will be made upon delivery of the vessels, afloat and "Ready for Service" at the delivery point designated and following successful completion of the Final Acceptance Demonstrations. "Ready for Service" is defined as stated above.

Each vessel will be subject to a complete inspection at the time of delivery.

### **E09 COMMERCIAL WARRANTY OF SUPPLIES**

The Contractor shall assign, in writing, all commercial warranties for equipment provided under this contract to the Government. The effective date of all commercial warranties shall be the date of Final Acceptance.

## **E10 RESPONSIBILITY FOR SUPPLIES**

### 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies 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) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause FAR 52 246-16)

**PART I - THE SCHEDULE - SECTION F  
DELIVERY OR PERFORMANCE**

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**PART I - THE SCHEDULE - SECTION F  
DELIVERIES OR PERFORMANCE**

**F01 PERFORMANCE**

FAR 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires completion of all work and delivery to be made in accordance to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	DESCRIPTION	QUANTITY	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001AA	PLANNING	1 job	60 calendar days
0001AB	ENGINEERING AND SCHEDULING	1 job	120 calendar days
0001AC	CONSTRUCT, TEST AND DELIVER	1 job	450 calendar days
0002AC	CONSTRUCT, TEST AND DELIVER		
0003AC	CONSTRUCT, TEST AND DELIVER		
0004AC	CONSTRUCT, TEST AND DELIVER		

If the Government exercises the optional line items (0002, 0003, and 0004), their period of performance will run concurrent with Line Item 0001AC

No additional time will be added to the contract delivery date for the option items 0002AC, 0003AC, and 0004AC.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE			
ITEM NUMBER	DESCRIPTION	QUANTITY	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001AA	PLANNING	1 job	___ calendar days
0001AB	ENGINEERING AND SCHEDULING	1 job	___ calendar days
0001AC	CONSTRUCT, TEST AND DELIVER	1 job	___ calendar days
0002AC	CONSTRUCT, TEST AND DELIVER	1 job	___ calendar days
0003AC	CONSTRUCT, TEST AND DELIVER	1 job	___ calendar days
0004AC	CONSTRUCT, TEST AND DELIVER	1 job	___ calendar days

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than one day after the award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of Notice To Proceed rather than the date the written notice is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required date, the offer will be considered non-responsive and rejected.

(End of Clause)

For the purpose of estimating the phase completion and contract completion dates, the Contractor should take into account the time required to review the Contractor's submittals and the time between phases required to issue a Notice To Proceed. Refer to Clause H01 for additional explanation.

If the Government exercises the optional line items (0002, 0003, and 0004), the option(s) will be exercised within 60 days from the award of the contract.

**F02 PLACE OF DELIVERY**

The Contractor shall deliver the vessels afloat and ready for service at the following location:

U.S. Army Corps of Engineers  
U.S. Army Engineer District, ST. Louis  
Service Base  
Upper Mississippi Rive Mile 177  
ST. Louis, Missouri

**F03 NOT USED**

**F04 LIQUIDATED DAMAGES**

**FAR 52.211-11 LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of:

For Line Item 0001AA; .....\$0.00  
For Line Item 0001AB;.....\$400.00  
For Line Items 0001AC, 0002AC, 0003AC, 0004AC; .....\$925.00

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Termination for Default - Fixed Price, Supply and Services clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default - Fixed Price, Supply and Services clause of this contract.

(End of Clause)

**F05 STOP WORK ORDER****52.242-15 STOP-WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause FAR 52.242-15)

**F06 GOVERNMENT DELAY OF WORK****52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted
- (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or
  - (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause FAR 52.242-17)

**F07 F.O.B. DESTINATION****52.247-34 F.O.B. DESTINATION (NOV 1991)**

- (a) The term "f.o.b. destination," as used in this clause, means--
- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
  - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause FAR 52.247-34)

**PART I – THE SCHEDULE – SECTION G  
CONTRACT ADMINISTRATION DATA**

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**PART I – THE SCHEDULE – SECTION G  
CONTRACT ADMINISTRATION DATA**

**G01 ACCOUNTING AND APPROPRIATION DATA**

CLIN0001, CLIN0002, CLIN0003 & CLIN0004

96 X 4902 RF

WORK ITEM NUMBER: 002KQ2

**G02 CONTRACT MANAGEMENT**

Marine Design Center  
U.S. Army Corps of Engineers  
Wanamaker Building  
100 Penn Square East  
Room 630 South  
Philadelphia, Pennsylvania 19107-3391

NOTE: The Marine Design Center is the “Designated Billing Office” as defined by Part II -  
Contract Clauses - Section I, “Prompt Payments”

**G03 PAYMENT OFFICE**

U.S. Army Corps of Engineers Finance Center  
5722 Integrity Drive  
Millington, TN 38054-5005

**G04 CONTRACT ADMINISTRATION**

Commander and District Engineer  
U.S. Army Corps of Engineers District, Philadelphia  
ATTN: CENAP-CT-C  
Wanamaker Building  
100 Penn Square East  
Room 643  
Philadelphia, Pennsylvania 19107-3390

**G05 POSTAWARD CONFERENCE**

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause FAR 252 242-7000)

The location of the postaward conference, if convened, will be at the Contractor's facility.

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**PART I - THE SCHEDULE - SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

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**PART I - THE SCHEDULE - SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H01 CONTRACT ORGANIZATION**

A. PLANNING

Planning is Line Item 0001AA of the contract and commences only after receipt by the Contractor of a Notice of Contract Award (Award) and a Notice To Proceed (NTP) with contract Line Item 0001AA, "PLANNING," respectively. In this first phase of the contract, the Contractor is required to present planning information that demonstrates a logical, orderly and workable approach to the contract. The Contractor is not authorized to begin the engineering and scheduling until this phase of the project is completed, and the planning documents are approved by the COR, at which time an additional Notice To Proceed will be issued.

B. ENGINEERING & SCHEDULING

Engineering and Scheduling is line item 0001AB of the contract and commences only after receipt by the Contractor of a Notice To Proceed with contract Line Item 0001AB, "ENGINEERING & SCHEDULING," respectively. In this second phase of the contract, the Contractor is required to complete the design, perform other production engineering, and develop the contract schedule. The Contractor is not authorized to begin physical construction until this phase of the project is completed, and the engineering and scheduling documents are approved by the COR, at which time an additional Notice To Proceed will be issued.

C. CONSTRUCT, TEST AND DELIVER

Construct, Test, and Deliver is line item 0001AC of the contract and will commence only after completion of the Engineering and Scheduling phase and receipt by the Contractor of Notice To Proceed with Line Item 0001AC, respectively. During this third phase of the contract, necessary records and scheduling documents shall be completed, the vessels constructed, tests and trials performed and physical delivery shall be made. This phase of the contract is completed with receipt by the Contractor of a letter of Final Acceptance and submittal of all final documents.

Optional Line Item 0002AC, 0003AC and 0004AC of the contract will commence only after the option is awarded and receipt by the Contractor of Notice to Proceed with Line Item 0002AC, 0003AC and 0004AC, respectively.

D. PHASE SEQUENCING

It is intended that the three phases for the vessels will be performed sequentially.

The time allotted for each phase spans an interactive process involving both the Contractor and the Government. This process includes preparation, review and approval of the phase submittals, contract administration, mailing, preparation and issuance of Notices To Proceed.

In order for the Contractor to plan the work and for the Government to properly apply Liquidated Damages and Termination Clauses, a graphic identifying the sequence milestones and the performance period allotted to each milestone has been developed and is shown on a following page.

The graphic shows the three basic contract phases. Each contract phase is further subdivided into the milestones that must be completed within each phase and the amount of time allowed to accomplish each. Note that the total time allowed for each phase of the contract matches the "REQUIRED DELIVERY SCHEDULE" in Clause F01. The graphic will be updated to reflect the successful Offeror's proposed schedule if it is shorter than the required schedule.

The milestones and periods of performance identified in the graphic are contract requirements.

The Contractor must be aware that the quality, completeness and detail of the submittals have a direct bearing on the approval process. Extended review iterations will extend the time necessary to receive approval of the submittals and may subject the Contractor to assessment of Liquidated Damages or Termination for Default.

Refer to Clause H05 for information concerning the submittal review process.

Receipt by Contractor of NTP Phase I (Planning)

Phase I 60 Calendar Days	30 Calendar Days	RECEIPT @ MDC OF INITIAL SUBMITTAL OF ALL PHASE I DELIVERABLES
	15 CD	RECEIPT BY CONTRACTOR OF SUBMITTAL REVIEW
	15 CD	RECEIPT @ MDC OF FINAL REVISED PHASE I DELIVERABLES (IF NECESSARY)
15 CD	RECEIPT BY CONTRACTOR OF NTP PHASE II (ENGINEERING & SCHEDULING)	
Phase II 120 Calendar Days	60 Calendar Days	RECEIPT @ MDC OF INITIAL SUBMITTAL OF ALL PHASE II DELIVERABLES
	30 CD	RECEIPT BY CONTRACTOR OF SUBMITTAL REVIEW
	30 CD	RECEIPT @ MDC OF FINAL REVISED PHASE II DELIVERABLES (IF NECESSARY)
15 CD	RECEIPT BY CONTRACTOR OF NTP PHASE III (CONSTRUCT, TEST & DELIVER)	
Phase III 450 CD	450 Calendar Days	CONSTRUCT, TEST AND DELIVER  FINAL ACCEPTANCE

CONTRACT PHASE SEQUENCING

**CLIN 0002 (OPTION)**

Receipt by Contractor of NTP Phase III (Construct, Test & Deliver)

Phase III 450 CD	450 Calendar Days	CONSTRUCT, TEST AND DELIVER  FINAL ACCEPTANCE
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CONTRACT  
 PHASE  
 SEQUENCING

**CLIN 0003(OPTION)**

Receipt by Contractor of NTP Phase III (Construct, Test & Deliver)

Phase III 450 CD	450 Calendar Days	CONSTRUCT, TEST AND DELIVER  FINAL ACCEPTANCE
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CONTRACT  
 PHASE  
 SEQUENCING

**CLIN 0004 (OPTION)**

Receipt by Contractor of NTP Phase III (Construct, Test & Deliver)

Phase III 450 CD	450 Calendar Days	CONSTRUCT, TEST AND DELIVER  FINAL ACCEPTANCE
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CONTRACT  
 PHASE  
 SEQUENCING

## **H02 CONTRACTOR SUBMITTALS**

### **A. PLANNING PHASE I - SUBMITTALS**

The following is a summary of the items that the Contractor must submit during the Planning Phase. All items must be received, reviewed and accepted by the COR before a Notice To Proceed (NTP) will be issued for the Engineering and Scheduling phase of the contract:

<u>SUBMITTAL ITEM</u>	<u>CONTRACT CLAUSE REFERENCE</u>
• Quality Control Plan for Phase II .....	E03
• Authorized Contractor Representative List .....	E03
• Construction Plan.....	H06
• Procurement Plan .....	H08
• Subcontracting Plan .....	H09
• Engineering Qualifications .....	H09
• Submittal Schedule .....	H11
• Drawing Index .....	H12

### **B. ENGINEERING & SCHEDULING PHASE II - SUBMITTALS**

The following is a summary of items that the Contractor must submit after a Notice To Proceed with the “ENGINEERING & SCHEDULING” phase of the contract is issued. All items must be received, reviewed, and approved by the COR before a Notice To Proceed with the “CONSTRUCT, TEST & DELIVER” phase of the contract will be issued. The following items are required:

<u>SUBMITTAL ITEM</u>	<u>CONTRACT CLAUSE REFERENCE</u>
• Paint Schedule.....	C406
• Quality Control & Inspection Plan for Phase III .....	E03
• Test Memoranda & Agenda.....	E05
• Contractor Safety Plan .....	H07
• Material & Equipment Schedule.....	H10
• Engineering & Drawings .....	H13

C. CONSTRUCT, TEST, & DELIVER PHASE III - SUBMITTALS

The following is a summary of items that the Contractor must submit after a Notice To Proceed with the “CONSTRUCT, TEST, and DELIVER” phase of the contract is issued. All items must be received, reviewed and approved by the COR before Final Payment will be made. The following items are required:

<u>SUBMITTAL ITEM</u>	<u>CONTRACT CLAUSE REFERENCE</u>
CONTRACT LINE ITEM NUMBER 0001, 0002, 0003 & 0004	
• ABS Certificate of Classification .....	C004
• Welder Certification .....	C025
• Paint Certification .....	C406
• Material Test Reports.....	C590
• Radiographic Examination Film.....	C590
• Magnetic Particle Test Reports.....	C590
• Test Schedule .....	E05
• Test Report.....	E05
• Commercial Warranties .....	E09
• Purchase Orders\Specifications .....	H10
• As-Built Drawings .....	H14
• Manufacturer’s or Subcontractor’s Drawings and Manuals.....	H16
• Record Photographs* .....	H18

\* - Record Photographs are required on the first vessel on CLIN0001 only.

### H03 DESIGN REQUIREMENTS

The Contractor shall provide the necessary engineering to update the existing drawings and develop a final design for the vessel. The paragraphs listed below provide a description of the level of detail required for performing additional engineering and design development.

The scantlings and main structure for the hull and foundations shall be defined. Structural drawings shall delineate all structural members, brackets, plating and plate seams, all welding and all joint details complete with all dimensions noted. “Typical” views may be used for numerous repetitions of identical or mirror images. Every effort shall be made to make the design consistent from sheet to sheet and drawing to drawing. Calculations showing that all plate, bulkheads, stiffeners, girders, stanchions and diagonals meet the minimum requirements of ABS and any specific requirements of Section C of this solicitation shall be submitted with the structural drawings. The calculations shall be clearly annotated as to specific requirement being addressed and explanation of all assumptions.

During the development of the final design, the Contractor may discover circumstances that dictate a need to change some of the equipment or materials specifically required by the contract. Examples of this situation might be that the item is no longer available, or the lead time is too great to meet the vessel delivery. Such circumstances shall be immediately identified to the COR by letter for resolution, along with a proposed solution. Adjustments to the contract required as a result of such circumstances, will be made under the “CHANGES” Clause.

The Contractor shall prepare final design drawings for regulatory submittals, COR submittal, “As-Built” drawings, and other technical details necessary to support his administration, operation, and production practices. Refer to Clause H13, Engineering & Drawings, for a minimum list of required drawings and drafting standards.

#### **H04 NOT USED**

#### **H05 REVIEW OF CONTRACTOR SUBMITTALS**

The Marine Design Center (MDC) will review the drawings, data and other material submitted by the Contractor in the various contract phases for the vessel.

Submittals from the Contractor must be clear as to what the submittal represents and the action the Contractor requests the Government perform.

The Government’s review is intended to be limited to the functional aspects of the submittals to ensure compliance with the contract specifications and will include technical review to ensure that sound naval architecture and marine engineering practices are followed. This does not relieve the contractor from any engineering, design, or quality assurance responsibility.

The Contractor shall comply with the requirements of the design embodied in the contract. Where review, approval, classification or certification by ABS, USCG, or other regulatory agency is a provision of the contract, Government review of Contractor submittals may not address the requirements of those agencies. It is implicit that Government acceptance of submittals will be contingent upon satisfactory fulfillment of those requirements.

Submittals found to be completely acceptable to the Contracting Officer’s Representative without comment will be marked “ACCEPTED.”

Submittals found to be generally acceptable to the Contracting Officer's Representative with qualifying comments will be marked "ACCEPTED WITH COMMENTS" but may or may not require resubmission depending on the COR's assessment of the criticality of the comments.

"ACCEPTED WITH COMMENTS" submittals being resubmitted will be reviewed only to ensure that the previous comments have been adequately incorporated. Resubmission requirements will be clearly marked on the return.

Submittals unacceptable to the Contracting Officer's Representative will be marked "NOT ACCEPTED." Submittals not accepted will always require full and complete re-submittal. Such re-submittal will result in a full and complete review as though it was a first submittal.

Submittals furnished for information only or for which the Contractor has not indicated the required review action will be marked "EXAMINED."

The Contractor shall insure that all review comments are incorporated in corrected submittal documents or are rebutted in separate correspondence. The Contractor is encouraged to completely discuss all submittal comments with the MDC author in order to insure complete and effective communication.

The Contractor will not use the drawing review or submittal process for contract deviations. Changes in equipment, materials, construction techniques or details must be the subject of separate, specific correspondence. Any such request made by the Contractor must be specific and clear as to what is contractually required, the proposed change, location and/or extent, benefits resulting from the change and effect on contract cost and delivery.

Submittals for review by the Government will be return mailed in accordance with the Contract Phase Sequencing graphic presented in Clause H01. Contractors shall plan their submittal schedules so as not to affect contract performance.

## **H06 CONSTRUCTION PLAN**

After receipt of the Notice To Proceed with Line Item 0001AA, PLANNING, the Contractor shall develop and submit to the Contracting Officer's Representative the Contractor's proposed plan for the construction of the vessel.

The plan shall be prepared on USACE standard ENG Form 2454 (Construction Progress Chart) furnished by the Government. This form is a simple bar chart. A copy of this form is included in Section J. The plan will be a summary level view of the contract. The plan will show the Contractor's proposed starting date, duration in weeks, ending date, and percentage completion (both as planned and as achieved) for all of the major activities of the contract. The plan shall also show the amount of the total bid price (percent and actual dollars) associated with each activity. The plan will also have the progress "S" curve plotted (both as planned and as achieved).

In addition, the following milestone events, as a minimum, shall be marked on the chart time-line:

- Award of Contract
- Notice to Proceed with "PLANNING"
- Notice to Proceed with "ENGINEERING & SCHEDULING"
- Notice To Proceed with "CONSTRUCT, TEST & DELIVER"
- Tests and Trials
- Final Inspection
- Provisional Acceptance
- Delivery
- Final Acceptance

After review, revision as necessary and approval by the COR; the plan shall be updated and submitted monthly with the Progress Payment Request.

## **H07 CONTRACTOR'S SAFETY PLAN**

After Notice To Proceed with Line Item 0001AB, ENGINEERING & SCHEDULING, the Contractor shall submit a Safety Plan for the facility at which the work is to be performed.

The Contractor's Safety Plan shall outline the procedures used by the Contractor to ensure the safety of his employees and minimize lost-time accidents.

The Safety Plan shall identify by name and title the Contractor's Safety Officer who is responsible for enforcing the Contractor's safety rules and the Contractor's designated "Competent Person" (29 CFR 1915.7) who is responsible for testing the atmosphere in confined and enclosed spaces. In the event that the Contractor has no designated "competent person," a statement that a Marine Chemist will perform the tests and inspections that require a "competent person" shall be included with the Safety Plan, and the name of the Marine Chemist shall appear on the Subcontracting Plan (Clause H09).

## **H08 PROCUREMENT PLAN**

After Notice To Proceed with Line Item 0001AA, PLANNING, the Contractor shall submit a Procurement Plan for the vessels.

The Procurement Plan shall identify the major or schedule controlling components and equipment in the contract, estimated delivery time for each, the selected vendor and planned date of ordering.

The Procurement Plan shall be in "spread sheet" format and will later be developed into the Material and Equipment Schedule of clause H10.

Upon written approval of the Procurement Plan by the COR, the Contractor may commence procurement of any or all of those items on the plan.

Costs for long lead items and materials which are in the accepted procurement plan must be included on the bid schedule under line item 0001AC, CONSTRUCT, TEST, AND DELIVER. Progress payments will be made in accordance with Clause H20, Progress Payment Based On A Percentage Or Stage Of Completion.

## **H09 SUBCONTRACTING PLAN**

After Notice To Proceed with Line Item 0001AA, PLANNING, the Contractor shall submit a Subcontracting Plan for the contract. This should not be confused with the SUBCONTRACTING PLAN required of Large Business as a part of their affirmative action responsibilities.

The Subcontracting Plan shall identify the areas or features of the contract or vessel which will be performed, all or in part by Subcontractors. The plan shall identify the scope of work, Subcontractor firm's name, and reference the Subcontractor's proposal or letter of intent.

The Contractor shall provide copies of all pre and post contract correspondence between themselves and their representatives and all potential Subcontractors when requested by the Contracting Officer's Representative.

The Subcontracting Plan shall specifically address the Contractor's plan for design and engineering.

If any part of the Contractor's engineering is to be subcontracted, the Contractor shall also submit the Subcontractor's qualifications, the scope of work and the contract, purchase order, or letter of intent.

If the engineering is to be performed by the Contractor's hired labor, the plan shall make that specifically clear. The Contractor shall provide a statement of qualifications for any "in house" engineering personnel.

All persons employed as naval architects or marine engineers, either by the Contractor or by any Subcontractor, shall be professionally competent by virtue of education, training, experience or licensing.

The Subcontracting Plan shall be in "spread sheet" format and will be incorporated into the Material & Equipment Schedule of Clause H10.

Upon written approval of the Subcontracting Plan by the Contracting Officer's Representative, the Contractor is authorized to proceed to place the subcontracts listed on the plan.

## **H10 MATERIALS & EQUIPMENT SCHEDULE**

After Notice To Proceed with Line Item 0001AB, ENGINEERING & SCHEDULING, the Contractor shall develop a schedule of all items, including major stock materials (excluding nuts, bolts, gaskets, consumables, etc.), to be used in the construction of the vessel. The schedule shall be prepared in “spread sheet” format and contain the following information for the vessels:

- Component/equipment
- Quantity
- Vendor name and address
- Make, model, and options
- Drawing references (if appropriate)
- Purchase Order or Contract Number
- Scheduled order date
- Actual order date
- Scheduled (promised) receipt at shipyard
- Actual receipt at shipyard

After submittal, review, revision and approval by the COR, the schedule shall be updated and submitted to the Government monthly. Final submission to MDC shall include priced copies of all purchase orders, purchase specifications and receipts.

Upon written approval of the schedule by the Contracting Officer’s Representative, the Contractor is authorized to proceed with procurement of all items and materials in the schedule.

At any time during the contract, the COR may request and the Contractor shall furnish, correspondence, telephone conversation records, priced copies of purchase orders, purchase specifications and material receipts or other records between the Contractor and the various subcontractors.

## **H11 SUBMITTAL SCHEDULE**

After receipt of Notice To Proceed with Line Item 0001AA, PLANNING, the Contractor shall develop a submittal schedule for all Contractor submittals required by the contract (Refer to Clause H02).

The schedule shall be in “spread sheet” format and contain the following minimum information for the vessel:

- Drawing number (if any)
- Name or title of submittal
- Scheduled submittal date(s)
- Actual submittal date(s)
- Submittal letter number
- Reply letter number
- Reply letter date

For drawings or items with repetitive submittals (monthly, etc.) the schedule must allow for drawing review iterations or repetitive submissions.

After review, subsequent revision and approval by the COR, the schedule will be updated and submitted with the monthly Progress Payment Request for the life of the contract.

## **H12 DRAWING INDEX**

After Notice To Proceed with Line Item 0001AA, PLANNING, the Contractor shall prepare an index of all drawings to be prepared by the Contractor as part of this contract. The list will be subdivided into two parts.

The first part shall list all the drawings the Contractor intends or expects to prepare during the “ENGINEERING & SCHEDULING” phase of the contract. See Clause H13.

The second part shall list all As-Built drawings. The As-Built drawings shall consist of updated and corrected originals of all the drawings prepared by the Contractor (listed in the first part of this index) plus any standard drawings or details created by the Contractor during construction.

Both parts of this index shall be complete with drawing title, the Contractor's drawing number (if any) and scheduled submittal date.

After review, revision, and approval by the COR the index will be updated and submitted monthly to the Contracting Officer's Representative.

## **H13 ENGINEERING & DRAWINGS**

### **A. ENGINEERING**

The Contractor will perform engineering (prepare calculations, drawings, etc.) in order to:

- Develop the Final Design
- Obtain regulatory body approval
- Develop shop drawings
- Develop construction details
- Prepare complete bills of materials
- Obtain COR approval for NTP with Construction
- Complete As-Built drawings

All drawings and documents prepared by the Contractor or substantively modified by the Contractor shall be forwarded to the Marine Design Center for review, comment, and acceptance.

It is the responsibility of the Contractor to schedule submission of the listed drawings/documents to allow for review by MDC, without adversely affecting the construction schedule or submittals to regulatory bodies (refer to Clause H02).

B. DRAWINGS

All drawings shall be prepared in CADD form, and shall conform to the American National Standards Institute (ANSI) Standard Y14. Drawings shall be flat, folded to 8 1/2" x 11" size and trimmed to within 1/2" of the outer border. Drawing size shall be format A (horizontal or vertical) or D as defined by ANSI Y14.1. In no case will drawings of any other size or format be accepted. Title blocks shall conform to ANSI dimensions and shall be submitted to MDC for approval before use. Drawings of two or more sheets shall have follow-on sheets titled according to ANSI Y14.1 for continuation sheets and shall not be separately titled.

Three copies of each drawing, calculation, report, or document shall be submitted to MDC for review. Only if appropriate numbers of copies are submitted will one copy be returned to the Contractor showing the Government review action.

One copy of each drawing or document reviewed and stamped by ABS, along with its associated ABS comment letter shall be provided to the COR.

C. DESIGN OUTLINE

The “ENGINEERING & SCHEDULING” phase design effort to complete the Final Design shall include the preparation of drawings, calculations, and reports that address the topics listed on the following index. Refer to Clause H03 for basic level of detail guidance for all vessel systems and refer to the specific clauses of Section C for any detailed requirements. It is acceptable to combine details and features on drawings.

<u>DRAWING OR DOCUMENT NUMBER</u>	<u>TITLE</u>	<u>FORMAT OF DELIVERABLE</u>
#633-C000-01	TITLE SHEET	DRAWING
#633-C000-02	DRAWING INDEX	DRAWING
#633-C105-01	LINES PLAN	DRAWING
#633-C115-02	LIGHTSHIP SURVEY	REPORT
#633-C125-01	HYDROSTATICS	CALCULATIONS
#633-C205-01	OUTBOARD PROFILE	DRAWING
#633-C215-01	GENERAL ARRANGEMENT	DRAWING
#633-C305-01	DECK SCANTLINGS	DRAWING
#633-C305-02	BOTTOM SCANTLINGS	DRAWING
#633-C307-01	SIDE SHELL SCANTLINGS	DRAWING
#633-C309-01	TRANSVERSE FRAMES & TRANSVERSE & LONGITUDINAL BULKHEADS	DRAWING
#633-C311-01	RAKE STRUCTURE DETAILS	DRAWING
#633-C399-01	STRUCTURAL CALCULATIONS	CALCULATIONS
#633-C406-01	PAINT SCHEDULE	DRAWING
#633-C410-01	HULL OUTFIT	DRAWING
#633-C415-01	HATCHES & MANHOLES	DRAWING
#633-C420-01	DECK FITTINGS & MISCELLANEOUS DETAILS	DRAWING
#633-C427-01	VERTICAL & INCLINED LADDERS	DRAWING
#633-C460-01	HULL MARKINGS	DRAWING
#633-C590-01	PIPELINE SUPPORT CASTING	DRAWING

## **H14 “AS-BUILT” DRAWINGS**

In order to provide a record of the “As-Built” vessel, the Contractor shall update the Final Design drawings, calculations, reports, and documents to clearly show the construction, details and systems of the vessel at the time of its delivery.

All of the drawings, reports and documents shown on the Submittal Schedule required by Clause H11 and the Drawing Index required by Clause H12 will be updated and corrected to form an “As-Built” record of the vessel.

The “As-Built” materials for each vessel shall be delivered as follows:

1. Prior to Final Inspection, the Contractor shall submit one set of prints of the “As-Built” drawings for review and approval.
2. Prior to PROVISIONAL ACCEPTANCE, the Contractor shall provide the following:
  - a. Two sets of black or blue line prints of all “As-Built” drawings.
  - b. One set of high quality (original) Mylar reproducibles of all “As-Built” drawings.
  - c. Two sets of electronic “As-Built” drawings. The files shall be provided on 4 ¾” 650 MB 74 min digital compact disk (CD). All files shall be provided in Raster Image. Each drawing sheet shall be a separate electronic file with a filename, which conforms to the file naming convention below, and shall be provided in Tagged Image File Format (“\*.tif” or “\*.tiff” file format). Compression utilities such as PKZIP® may not be used.
  - d. Two sets of electronic files of all calculations and reports. The files shall be provided on 4 ¾” 650 MB 74 min digital compact disk (CD). All files shall be provided in Adobe Acrobat “\*.pdf” file format. Each set of calculations or complete report shall be a separate electronic file with a filename, which conforms to the file naming convention below. Compression utilities such as PKZIP® may not be used.
  - e. Two sets of electronic files of all CADD prepared drawings. The files shall be provided on 4 ¾” 650 MB 74 min digital compact disk (CD). All files shall be provided in AutoCAD 2000 “\*.dwg” file format, or higher. Each drawing sheet shall be a separate electronic file with a filename, which conforms to the file naming convention below. Compression utilities such as PKZIP® may not be used.

3. Files furnished on CD shall be encased in standard plastic jewel boxes. Slim line jewel cases are not acceptable. Each box shall be labeled on the cover and an index, in numerical order by filename, shall be furnished inside the protective cover.
4. Each CD shall be labeled with the contract title, contract number, and general content of the disk.

FILE NAMING CONVENTION:

Files, drawings, calculations and reports shall be named based on the hull number, design phase (A=Concept, B=Preliminary, C=Detailed, D=As-Built, E through Z=Post delivery engineering efforts), WBS number, task number (a discrete system or component within a single WBS), sheet number, revision, and file extension for electronic files (".tif" ".tiff" ".pdf" ".dwg"), as applicable. The following example will illustrate the naming convention:

For the third sheet and third revision of a multi-sheet electrical one-line diagram (for the purposes of this example this is for the DC system and is identified as the 2<sup>nd</sup> task of the electrical system one-line diagrams) concept drawing for hull number 557, the document name would be:

Hull Number	671
Design Phase	A
WBS Number	720
Task Number	02
Sheet Number	03
Revision	C
File extension	.dwg

**Drawing Number: 671-A720-02-sheet 3 Revision C**  
**AutoCAD Filename: 671-A720-02-03C.dwg**  
**Raster Image Filename: 671-A720-02-03C.tif**

The Government shall have unlimited use of the drawings listed on the drawing index.

## **H15 SUBSTITUTIONS**

“Substitution” as used in this clause, is an administrative action, not resulting in a contract change of cost or time.

Prior to issuance of a NTP with “Construct, Test and Deliver,” the Contractor shall prepare and submit a comprehensive list and analysis of any Contractor proposed substitutions of the equipment and materials required in the contract.

The Substitution List shall be limited to equipment and materials specifically required by the contract. Equipment and Materials where the Contractor has selection responsibility (i.e. “similar to”) are not to be included in the list.

Each proposed substitution shall be accompanied with a detailed analysis and comparison of the equipment or materials specified and the equipment or materials proposed, including features, dimensions, performance characteristics, benefit to the Government, and the compelling reason why the substitution should be made. In the absence of compelling reasons for making the substitution, the contractor’s proposal may be denied.

Should the substitution be accepted, the Contractor shall be responsible for integrating the substitution into the design at no increase in contract cost or no extension of contract completion. Such modifications to the design must be completed, submitted for approval, revised as necessary and accepted by the COR prior to issuing a NTP with Construct, Test and Deliver.

The Contractor bears ultimate responsibility for satisfactory performance of all systems impacted or affected by an accepted substitution as well as the operation of the completed vessel, as affected by the substitution.

Once a NTP with Construct, Test and Deliver has been issued, substitutions will not be considered.

## **H16 MANUFACTURER OR SUBCONTRACTOR DRAWINGS & MANUALS**

For the vessels, the Contractor shall provide four complete sets of drawings and manuals for each piece of machinery and equipment provided by the Contractor; that clearly describe the operation, construction, maintenance, repair, adjustment, lubrication, parts lists and “trouble shooting” of every item of machinery and piece of equipment. This shall include Detailed Fabrication Drawings where they exist.

Manuals shall be in the English language with all dimensions in the foot-pound-second systems of units. Manuals shall be bound in hard covers of durable materials.

Manufacturer’s or Subcontractor’s drawings may be included in the manual but must be folded to page size.

Drawings not suitable for inclusion in the manuals must be considered as engineering and design drawings and shall be prepared and submitted in accordance with the requirements of Clause H13, Engineering & Drawings.

At least 30 days prior to Final Inspection of the vessels, one set of the manuals shall be submitted to the Contracting Officer’s Representative for review, comment and/or approval. This set of manuals will be returned to the Contractor with approval or comments.

Final submittal of the manuals shall consist of three sets of the manuals and must be completed prior to Provisional Acceptance of the vessel.

If photocopies (Xerox or similar) of parts lists, text, diagrams, etc., are furnished, one of the sets shall be a “Master” and must be made up of all “original” sheets and be clearly identified as the “Master” copy. Photocopies will be clear with high black/white contrast, sharp lines, full sheet reproduction, and no background shadow or clutter.

Where catalog “cut-sheets” are provided, all information not pertinent to the equipment or machinery provided shall be obliterated.

## **H17 NOT USED**

## **H18 RECORD PHOTOGRAPHS**

### **A. CONSTRUCTION PROGRESS PHOTOGRAPHS**

The Contractor shall provide monthly photographs deliverable in digital format. The photographs shall document the construction progress, the launching, and tests and trials of the vessel.

The photographs shall be provided via e-mail. Photographs shall be JPG file format of at least SVGA Resolution, 24-bit color depth, and at a compression ratio no greater than 25% (75% Quality).

For the vessels, approximately 15 or 20 photographs shall be provided monthly. The quantity of photographs shall be commensurate with the level of production.

### **B. FINAL PHOTOGRAPHS**

Furnish five different large format digital photographs of one completed pontoon.

## **H19 GOVERNMENT PROPERTY**

All Government-Furnished equipment and equipment for which the Government has made payment or partial payment shall be considered Government Property.

The Contractor shall accept all risk for Government property in his possession.

The Contractor shall maintain an inventory of all Government Property, update and submit the inventory monthly.

All Government Property shall be stored in enclosed, weather tight secure, warehouse buildings. Security shall consist of restricted access, locked and fenced storage. Warehouse buildings shall be heated above freezing and ventilated to prevent condensation or sweating.

## **H20 PROGRESS PAYMENT BASED ON PERCENTAGE OR STAGE OF COMPLETION**

The Government shall pay the Contractor the contract price as provided in this contract.

The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets standards of quality established under the contract, as accepted by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the Contracting Officer may authorize payment for material delivered to the site and at locations other than the site may also be taken into consideration if---

- Consideration is specifically authorized by this contract; and
- The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

If the Contracting Officer finds that satisfactory progress was achieved during any period for which progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of fifteen percent (15%) of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all remaining withheld funds.

All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be considered as---

- Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including co-insurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provision preceding shall not apply to that portion of progress payments attributed to bond premiums.

The Government shall pay the amount due the Contractor under this contract after---

- Completion and acceptance of all work; and
- Presentation of a properly executed voucher.

Notwithstanding any other provision of this contract, progress payments shall not exceed eighty percent (80%) on work accomplished on undefinitized contract actions. A “contract action” is any action resulting in a contract as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes Clause, or funding and other administrative changes.

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## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data-- Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Jan 2002) Alternate I	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION  
(JUL 2000)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to **100%** percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to **100%** percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within **10 days**, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(End of clause)

## 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete

performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations. (1) The Contractor warrants that for **365 days** all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government. (1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price-

-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within **45 days**. The Contractor shall submit to the Contracting Officer a written recommendation within **45 days** as to the corrective action required to remedy the breach. After the notice of breach, but not later than **45 days** after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be **45 days** from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for **45 days** thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the

prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

**PART III – SECTION J  
LIST OF DOCS, EXHIBITS AND ATTACHMENTS**

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**PART III – SECTION J  
LIST OF DOCS, EXHIBITS AND ATTACHMENTS**

**J01 CONTRACT & REFERENCE DRAWINGS**

The following drawings shall form a part of this solicitation. All drawings will be provided to the successful bidder in electronic file form.

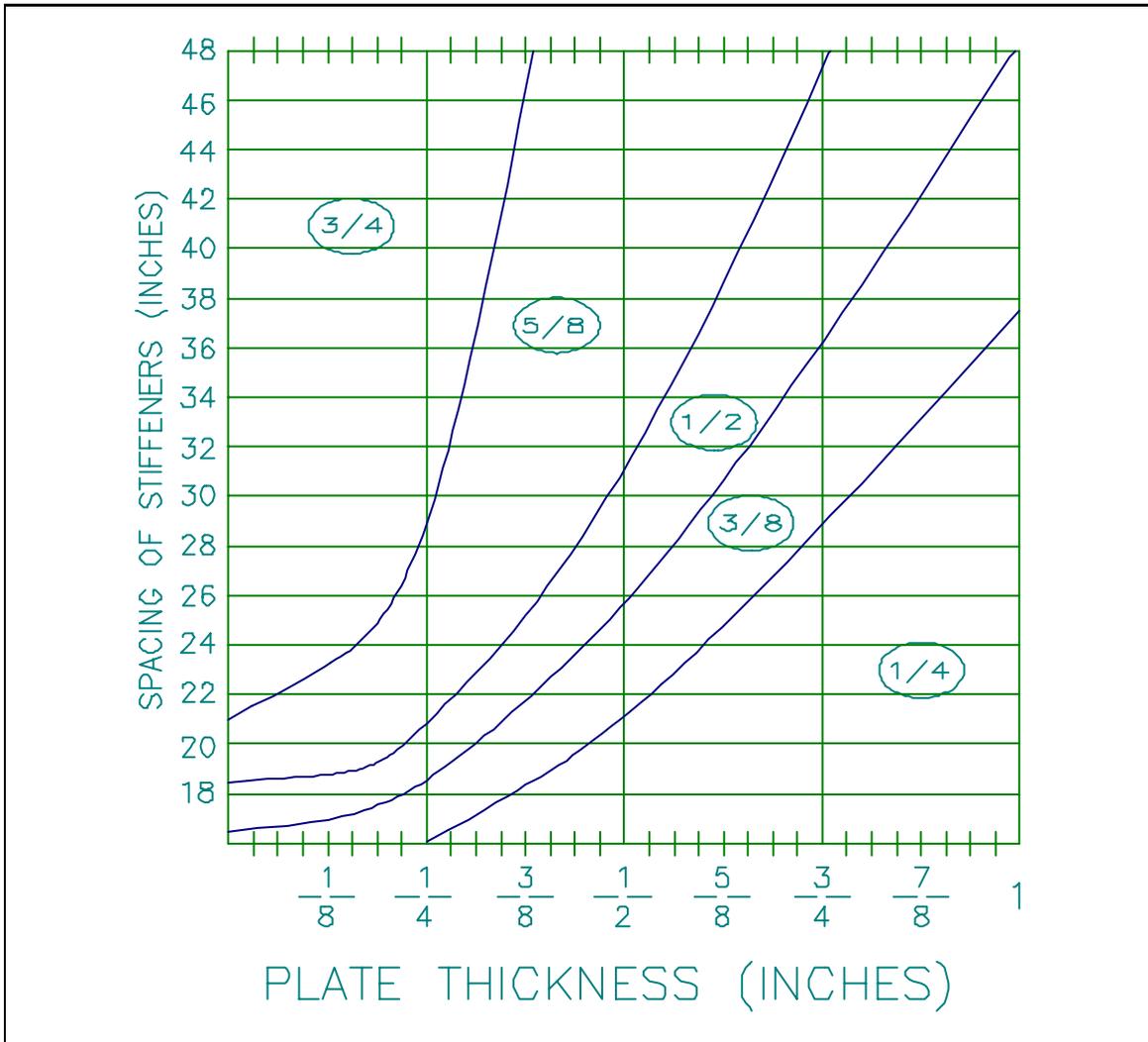
A. CONTRACT DRAWINGS

Drawing Number	Title	Revision
633-A215-01	GENERAL ARRANGEMENT	-
633-A425-01	PIPELINE FLANGE ACCESS RAMP	-
633-A590-01	PIPELINE SUPPORT CASTINGS	-

**J02 PLATE FAIRNESS SKETCHES**

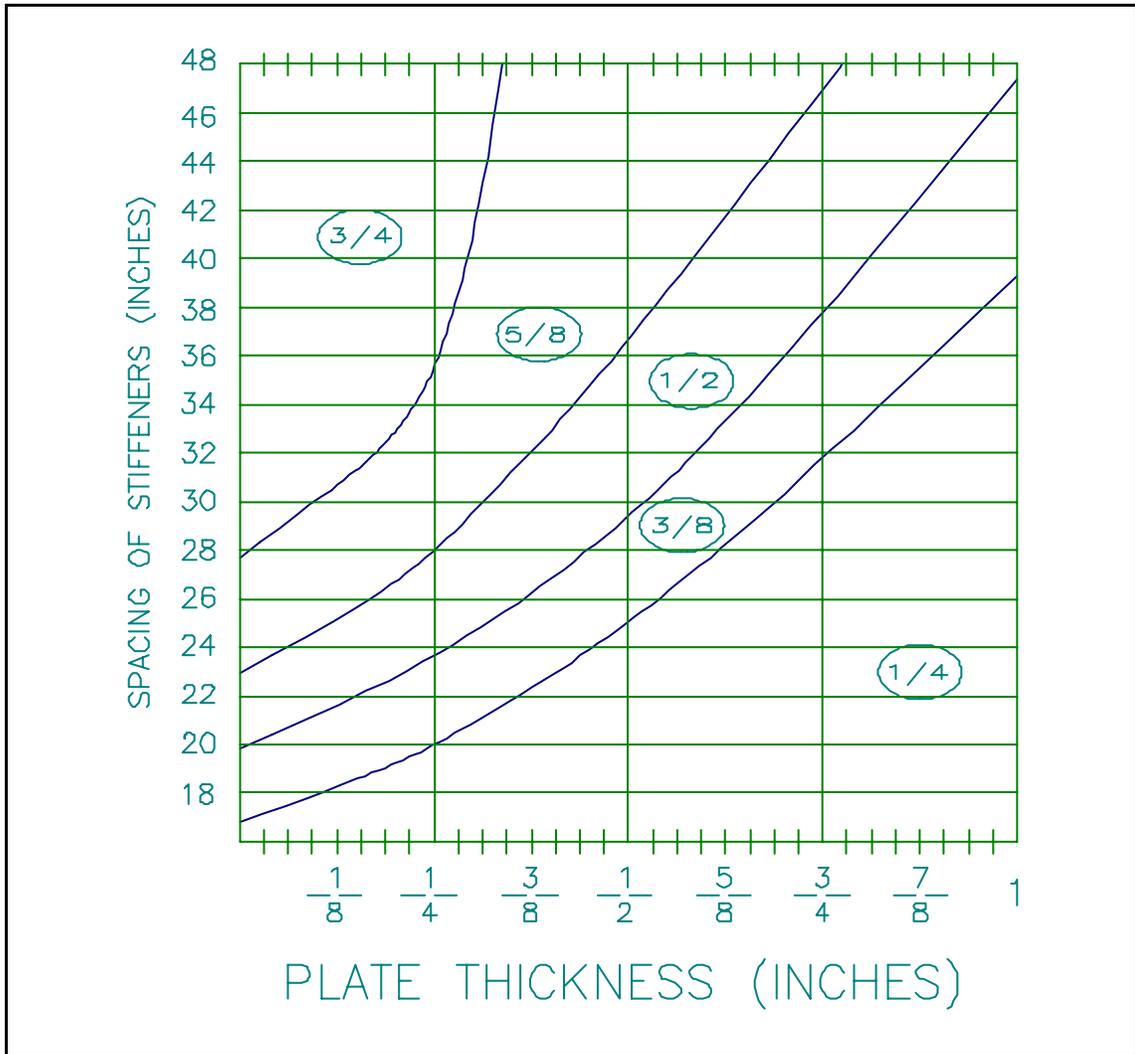
The maximum allowable steel plating distortion is presented in the sketches on the following pages and are listed as follows:

Figure Number	Revision	Title
1	0	Plate Fairness
2	0	Plate Fairness



**FIGURE 1**  
Permissible Unfairness in Steel Welded Structure

NOTE: Numbers in circles represent maximum distortion for steel plate.



**FIGURE 2**  
Permissible Unfairness in Steel Welded Structure

NOTE: Numbers in circles represent maximum distortion for steel plate.

## NOTES TO FIGURES 1 AND 2

1. If aid is necessary in determining the acceptability of the fairness of welded structure, a measurement of the unfairness of plating may be made in the area of interest. In such cases, the measurement shall be made across the minor dimension of the panel. The tolerances specified are plus or minus dimensions from a fair line.

2. Applicability of Tolerances

A. Figure 2 is applicable as follows:

- Entire shell.
- Uppermost strength deck.
- Longitudinal strength structure within the midships  $3/5$  length which includes inner-bottom tank top and the deck next below the uppermost strength deck if continuous above a machinery space.
- In transversely framed ships, the permissible unfairness for structure noted above is reduced by  $1/8$ -inch.
- Bulwarks and exterior superstructure bulkheads.

B. Figure 1 is applicable in the following areas except where Figure 2 governs.

- Structural bulkheads forming a boundary of a living space (stateroom, office, berthing, messing, or lounge areas) and passageways contiguous to such spaces.
- Decks within the hull and superstructure in way of the above living spaces.
- Decks exposed to weather.
- Tank and main transverse bulkheads.
- Inner-bottom plate longitudinals.

C. For other structural bulkheads and decks, the unfairness as permitted by Figure 1 may be increased by  $1/8$  inch.

D. For stiffeners spaced greater than those provided in Figures 1 and 2, the curves shall be extrapolated proportionately. For material thickness greater than 1 inch, the tolerances for 1 inch material in Figures 1 and 2 are applicable.

**J03 ENG FORM 2454**

The Contractor shall utilize the ENG Form 2454 for the Construction Plan required by Clause H06.

CONSTRUCTION PROGRESS CHART		REPORTS CONTROL SYMBOL		
CONTRACT NUMBER	CONTRACT NUMBER	CONTRACT NUMBER	CONTRACT NUMBER	CONTRACT NUMBER
1. CONTRACT NUMBER	2. CONTRACT NUMBER	3. CONTRACT NUMBER	4. CONTRACT NUMBER	5. CONTRACT NUMBER
6. CONTRACT NUMBER	7. CONTRACT NUMBER	8. CONTRACT NUMBER	9. CONTRACT NUMBER	10. CONTRACT NUMBER
11. CONTRACT NUMBER	12. CONTRACT NUMBER	13. CONTRACT NUMBER	14. CONTRACT NUMBER	15. CONTRACT NUMBER
16. CONTRACT NUMBER	17. CONTRACT NUMBER	18. CONTRACT NUMBER	19. CONTRACT NUMBER	20. CONTRACT NUMBER
21. CONTRACT NUMBER	22. CONTRACT NUMBER	23. CONTRACT NUMBER	24. CONTRACT NUMBER	25. CONTRACT NUMBER
26. CONTRACT NUMBER	27. CONTRACT NUMBER	28. CONTRACT NUMBER	29. CONTRACT NUMBER	30. CONTRACT NUMBER
31. CONTRACT NUMBER	32. CONTRACT NUMBER	33. CONTRACT NUMBER	34. CONTRACT NUMBER	35. CONTRACT NUMBER
36. CONTRACT NUMBER	37. CONTRACT NUMBER	38. CONTRACT NUMBER	39. CONTRACT NUMBER	40. CONTRACT NUMBER
41. CONTRACT NUMBER	42. CONTRACT NUMBER	43. CONTRACT NUMBER	44. CONTRACT NUMBER	45. CONTRACT NUMBER
46. CONTRACT NUMBER	47. CONTRACT NUMBER	48. CONTRACT NUMBER	49. CONTRACT NUMBER	50. CONTRACT NUMBER
51. CONTRACT NUMBER	52. CONTRACT NUMBER	53. CONTRACT NUMBER	54. CONTRACT NUMBER	55. CONTRACT NUMBER
56. CONTRACT NUMBER	57. CONTRACT NUMBER	58. CONTRACT NUMBER	59. CONTRACT NUMBER	60. CONTRACT NUMBER
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91. CONTRACT NUMBER	92. CONTRACT NUMBER	93. CONTRACT NUMBER	94. CONTRACT NUMBER	95. CONTRACT NUMBER
96. CONTRACT NUMBER	97. CONTRACT NUMBER	98. CONTRACT NUMBER	99. CONTRACT NUMBER	100. CONTRACT NUMBER

**J04 NOT USED**

**J05 PERFORMANCE EVALUATION FOR SERVICE & SUPPLY  
CONTRACTS**

In accordance with Federal Acquisition Regulations 42.15 and Engineer Regulation 7151-1 dated July 5, 1996, this contract action is subject to the requirement for contractor performance evaluation in the elements listed in the form enclosed at the end of this Section.

At a minimum, the performance evaluation shall be completed within 45 days of completion of each year's performance. Additional (Interim) evaluations may be prepared if any element listed is being performed unsatisfactorily.

The period of evaluation will begin on the date of acknowledgment of receipt of the Notice to Proceed and will run concurrent with the performance period of the contract.

## Performance Assessment Report (PAR)

- Interim  
 Final  
 Addendum

Period Report: From \_\_\_\_\_ To \_\_\_\_\_

Section I	
1a. Contractor: Address:	2a. Contract Number: 2b. Modification Number: 2c. Del/Task Order Number: 2d. Initial Value (Base + Options): \$
Place of Performance: 1b. Cage Code: 1c. DUNS No.:	2e. Current Value: \$ 3a. Award Date: 3b. Completion Date:

Section II	
4a. Contractor POC:  Name: Position/Title: Address:  Phone No.: FAX: E-Mail Address:	4b. Gov't Contract Specialist:  Name: Address:  Phone No.: FAX: E-mail Address:

Section III	
5. Method of Contract: <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated	
6. Type of Contract: (Check all that apply)	
<input type="checkbox"/> FFP <input type="checkbox"/> FFP-EPA <input type="checkbox"/> FPIF <input type="checkbox"/> FPR[P]	<input type="checkbox"/> FPR[R] <input type="checkbox"/> FFP-LOE <input type="checkbox"/> T&M <input type="checkbox"/> CR
<input type="checkbox"/> CS <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> CPFF[C]	<input type="checkbox"/> CPFF[T] <input type="checkbox"/> Labor Hour <input type="checkbox"/> ID <input type="checkbox"/> IQ
<input type="checkbox"/> Rqmts <input type="checkbox"/> BOA <input type="checkbox"/> Letter <input type="checkbox"/> Other	
7. Socio-economic Program:	
<input type="checkbox"/> SBSA <input type="checkbox"/> 8(a)	<input type="checkbox"/> SBIR <input type="checkbox"/> SBCDP <input type="checkbox"/> Other
8. Competition:	
<input type="checkbox"/> Full and Open Competition	<input type="checkbox"/> Sole Source <input type="checkbox"/> Other
9. Type of Supply/Services:	
<input type="checkbox"/> Commercial	<input type="checkbox"/> Non-Developmental <input type="checkbox"/> Non-Commercial

Section IV		
10. Business Sector:		
<input type="checkbox"/> Space <input type="checkbox"/> Ordnance <input type="checkbox"/> Aircraft <input type="checkbox"/> Training System	<input type="checkbox"/> Ground Vehicles <input type="checkbox"/> Shipbuilding <input type="checkbox"/> Other Systems <input type="checkbox"/> Operations Support	<input type="checkbox"/> Information Technology <input type="checkbox"/> Science & Technology <input type="checkbox"/> Services <input type="checkbox"/> Health Care Services
11a. FSCs:		
11b. SICs:		

**12. Description of Requirement:**

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**Section V**

**(All business Sectors other than Systems)**

The rating assigned to an element/sub-element must be supported by narrative rationale. Narratives are required for all ratings, and must clearly convey to the contractor, as well as to a Government source selection official who is not familiar with the instant contract, why the rating was assigned. This is especially important for any rating above or below "satisfactory." Narratives should be supported by quantifiable or verifiable documentation. While larger or more complex efforts warrant greater detail, the guideline for any narrative is "clear and concise."

**14a. Quality of Product/Service**

Rating: (check one)

Narrative rationale: \_\_\_\_\_

- Exceptional
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

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**14b. Schedule**

Rating: (check one)

Narrative rationale: \_\_\_\_\_

- Exceptional
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

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**14c. Cost Control**

Rating: (check one)

Narrative rationale: \_\_\_\_\_

- Exceptional
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

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**14d. Business Relations**

Rating: (check one)

Narrative rationale: \_\_\_\_\_

- Exceptional
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

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**14e. Management of Key Personnel**

Rating: (check one)

- Exceptional
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

Narrative rationale: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**14f. Other (Optional)**

Rating: (check one)

- Exceptional
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

Narrative rationale: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Section VI**

<p><b>15. Evaluator</b>                  Name:                  Phone:                  FAX:                  E-Mail:</p>	<p>Signature: _____</p> <p>Date Approved by Evaluator: _____</p>
<p><b>16. Contracting Officer/PM</b>                  Name:                  Phone:                  FAX:                  E-Mail:</p>	<p>Signature: _____</p> <p>Date Approved by Evaluator: _____</p>
<p><b>17. Agency Review</b>                  Name:                  Phone:                  FAX:                  E-Mail:</p>	<p>Signature: _____</p> <p>Date Approved by Evaluator: _____</p>
<p><b>18. Contractor Review</b>                  Name:                  Position/Title:                  Phone:                  FAX:                  E-Mail:</p>	<p>Comments provided?  <input type="checkbox"/> Yes                      If YES, indicate number of  <input type="checkbox"/> No                              pages attached ( )</p> <p>Date of Receipt of Contractor Response: _____</p>
<p><b>19. Resolution Authority</b>                  Name:                  Phone:                  FAX:                  E-Mail:</p>	<p>Date Referred: _____</p> <p>Date of Resolution: _____</p>
<p><b>20. Source Selection Availability</b>                  Date of Final Review: _____</p>	<p>Date PAR entered into PPIMS: _____</p>

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## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.214-14	Place Of Performance--Sealed Bidding	APR 1985
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) -  
ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (332312).

(2) The small business size standard is (500 employees).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal

office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ( ) It has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-12	Preparation Of Bids	APR 1984
52.214-21	Descriptive Literature	APR 2002
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within \_\_\_ calendar days from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm, fixed price contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting

Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

GAIL THOMSEN, CONTRACTING OFFICER  
USACE, PHILADELPHIA DISTRICT  
WANAMAKER BUILDING  
100 PENN SQUARE EAST  
PHILADELPHIA, PA 19107

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS - SECTION M  
EVALUATION FACTORS FOR AWARD**

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M03 DELIVERY SCHEDULE .....	2

**PART IV - REPRESENTATIONS AND INSTRUCTIONS - SECTION M  
EVALUATION FACTORS FOR AWARD**

**M01 52.217-5 EVALUATION OF OPTIONS (JULY 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

**M02 LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER**

Award will be made as a whole to the lowest, responsive and responsible bidder whose total bid conforms to the Invitation For Bids.

**M03 DELIVERY SCHEDULE**

Bids which indicate inability to meet the delivery schedule as set forth in Section F, will be rejected as non-responsive.