



Subject: RFP 1402LJB Dry Docking Services for the R/V *Melville*, March 2014 to April 2014.

The Scripps Institution of Oceanography, University of California San Diego is requesting proposals for the following:

Dry-docking services for shipyard overhaul in accordance with University of California General Conditions for Ship Repair and Overhaul Specifications

SCHEDULE

Bid Package Release: 27 January 2014

Ship Check/Job: Walk 1100 AM PST thru 2:00 PM PST at the address noted below

Quotation Due Date: 2:00 PM P.S.T. on 12 February 2014

Contract Issue Date: The week of February 17th 2014 Window to Start Work: March 1, 2014

Window to have Work Completed: April 30, 2014

Note: R/V Melville will be available for ship check at our facility in San Diego on the following 05 February 2014 between the hours of 1100 AM PST thru 2:00 PM PST at Nimitz Marine Facility Bldg. 1 297 Rosecrans Street San Diego, CA 92106 please send your RVP to the following: lbrierre@ucsd.edu

PRICING

Pricing must be submitted as outlined in Specifications for work on R/V *Melville* using Attachment A

EVALUATION CRITERIA

Award of the contract will be on a **Cost per quality point basis**. This will consist of the bid price; "out-of-port" cost considerations, and evaluation of the bidders' facilities.

This solicitation, the evaluation of proposals, and the award of any resulting agreement shall be made in conformance with applicable University policies and California law. The University reserves the right to withdraw this RFP provided it has not already awarded a contract to one of the bidders or began negotiations with the apparent awardee. The University reserves the right to accept or reject quotations in part or in whole, without further discussion. All documents submitted to UC San Diego on behalf of this RFP will become the exclusive property of the University and will not be returned.

Any agreement(s) resulting from this RFP will be awarded to the responsive and responsible bidder(s) whose proposal, in the opinion of the University, offers the greatest benefit to the University when considering the total value, including, but not limited to, the quality of products, service, and total cost trade-ins, upgrades, available volume discounts, shipping and other miscellaneous charges).

Proposals will be evaluated using a four-step evaluation method:

Step 1: Proposals will be reviewed to determine if they are "administratively responsive" (all required items provided, all deadlines met, all forms filled out completely, proposal formatted and submitted as required, etc.).

Step 2: Responses will be evaluated by the University using a quality points system. The evaluators will examine each Supplier's narrative response through the application of uniform criteria, evidencing its ability to meet or exceed the University's requirements for services. In addition to materials provided in the proposals, the evaluators may request additional information from the supplier and others, which may include site visits, oral presentations, product testing, additional material/ information or references to make their determination of quality points awarded.). However, UCSD will not do internet research or other inquiries for purposes of supplementing Supplier's Proposal submission in order to assist Supplier in meeting the submission requirements.

Step 3: Pricing Proposals will be reviewed to determine Total Cost.



Step 4: The Supplier (s) may be selected as a finalist and undergo further evaluation or be determined the apparent awardees. These supplier (s) proposals will be reviewed to determine if they are “Financially Responsible”. Determination of Quality Points Factors that will be used to evaluate proposals may include the following, however other pertinent factors may also be considered:

- Supplier Qualifications
- Supplier Service Capabilities

All quality points awarded by individual evaluators will be averaged per category and each category will be added together to compile a total quality points score for each Supplier. The total cost is then divided by the total quality points score. The proposal offering the lowest cost per quality point (CPQP) for any of the specified cost factors will be recommended for award.

Should the Bidder with the proposal offering lowest CPQP refuse or fail to accept the tendered contract, the award may be made offered to the Bidder with the second lowest CPQP, or then to the third in the event of further failure to accept.

The University may waive irregularities in a proposal provided that, in the judgment of the University, such action will not materially change the proposal, negate fair competition and will permit proper comparative evaluation of proposals submitted. The University's waiver of an immaterial deviation or defect shall in no way modify the Request for Proposal documents or excuse the Bidder from full compliance with the Request for Proposal specifications in the event the contract is awarded to that bidder.

The University reserves the right to accept or reject any or all bids, make more than one award, or no award. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well the contents of the Bidder's proposal as accepted by the University.

MINIMUM YARD REQUIREMENTS

1. [ISO 9001 ship repair certification](#) or equivalent
2. Occupational Health and Safety Cert
3. Deep water (22') pier space with fenders
4. Dry dock crane service
5. Yard crane, forklift and truck service
6. Dry, compressed air service
7. Electrical power 480 VAC , 400 Amps
8. Potable water
9. Continuous Fire-fighting/Cooling water supply
10. Sewage service
11. Secure, weather-tight warehouse storage space for ship's equipment
12. Secure weather-tight pipe and machine shops with overhead cranes
13. Security in yard and onboard vessel
14. Yard must provide evidence of current compliance with all local and national environmental protection regulations, including but not limited to waste water handling and hazardous waste storage and handling
15. ABS certified plate and pipe welders
16. In-house quality assurance and inspection
17. Trades available in house or subcontract:
 - ABS-certified pipe and structural welders, pipe fitters
 - Electricians
 - Blasting and painting
 - Sheet metal shop services
 - Mechanics
 - Hydraulic system services
 - Carpentry
 - Insulation
 - Staging
18. Pipe shop capabilities that include spooling and bending of the following materials; carbon steel, chrome-moly, stainless steel, copper-nickel, copper, monel, aluminum, and PVC.
19. High pressure hose fabrication and repair.
20. Machine shop services:
 - Portable machining.
 - Thermal spray coating
 - Vertical milling capabilities
 - Horizontal deep bed machining
21. Meeting facilities
22. Office support and phone

CHANGES AND/OR ADDITIONS

All changes and/or additions to the contract or any individual task within said contract must be presented to owner or owner's representative in the manner described under "Cost Breakdown", above, and in accordance with General Conditions for Ship Repair, Para. 7, Titled "Changes."

RIGHT TO AUDIT

It shall be understood and agreed that any duly authorized representative of the University of California or the Government shall have the right to visit the business premises and audit any directly related books, documents, papers and records for a period of three years after payment of goods and/or services purchased as a result of a UCSD Purchase Order.

ACCEPTANCE OF PROVISIONS

Submission of a proposal constitutes acceptance of the provisions detailed in this letter, General Conditions for Ship Repair. Any exception should be documented in writing and appended to your proposal.

EQUAL OR EQUIVALENT

Whenever the words "OR EQUAL" or "OR EQUIVALENT" appears in any description set forth herein (or in appended purchase specifications/drawings) it shall mean equal or equivalent in the opinion of the University of California, San Diego.

APPLICABLE TERMS AND CONDITIONS

Any award made on the basis of this solicitation will be in accordance with UNIVERSITY OF CALIFORNIA General Conditions for Ship Repair and Overhaul Specifications for R/V Melville

LATE QUOTATIONS

Contractor should inform the Buyer if their quote will be late. Any quotation received at the address designated on the last page of this Request for Quotation after the exact time and date specified for receipt will not be considered unless it is received before award is made, and

- a. It was sent registered or certified mail not later than the third calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 17th or earlier);
- b. it was sent by mail (or telegram if authorized) and it is determined by the University that the late receipt was due solely to mishandling by the University after receipt at the University of California, San Diego;
- c. It is the only quotation received.

SUBCONTRACTORS

If it is the intent of the bidder to use subcontractors to accomplish any portion of this contract, the following information must be supplied:

- a. Description of the person(s) or firm(s) to be used.
- b. Portion(s) of work to be performed by subcontractors.
- c. Monetary percentages of work to be performed by subcontractors.

PAYMENT FOR PROPOSALS

No reimbursement will be entertained for vendor cost incurred in the development and submission of this proposal.

TECHNICAL REPRESENTATIVE

Owner reserves the right, and Contractor agrees to owners' rights, to retain such technical representatives as owner deems necessary for use aboard subject vessel during the entire yard period. Contractor further agrees that he shall cause said technical representatives to be permitted to carry out such work as may be necessary by owner in the maintenance and/or overhaul of interior and exterior machinery and/or equipment, provided such maintenance and/or overhaul does not require the services of yard workmen or yard shops.

PRODUCTION SCHEDULE

Contractor is required to submit to UCSD Purchasing and Owner's Representative, a schedule indicating

major milestones and anticipated dates of completion of tasks, prior to delivery of vessel to contractor.

ACCEPTANCE OF THE BID DOES NOT MEAN THAT ALL ASPECTS OF THE BID ARE ACCEPTABLE TO THE UNIVERSITY. THE UNIVERSITY RETAINS THE RIGHTS TO MODIFY THE TERMS AND CONDITIONS IN THE PROPOSAL OR REJECT TERMS AND CONDITIONS PROPOSED BY THE BIDDER PRIOR TO THE EXECUTION OF THE CONTRACT AS UNIVERSITY, IN ITS SOLE DISCRETION, DEEMS NECESSARY TO INSURE A SATISFACTORY PROCUREMENT.

BID BONDS ARE NOT REQUIRED.

FOR ANY FURTHER INFORMATION, QUESTIONS OR CONCERNS PLEASE CONTACT

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La Jolla, CA 92037

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Attachment A**Itemized Specification Pricing List**

	Description	Incremental Cost	Total Cost
01	General Services		
02	Dry Docking and Hull Inspection		
03	Underwater Hull Prep and Paint		
04	Freeboard Hull Prep and Paint		
05	Hull and Sea Chest Zincs		
06	ABS & USCG Dry Dock Surveys		
07	Stern Thruster inspection and Seal Service		
08	Bow Thruster seal replacement		
09	Pettibone Crane Pedestal Bearing Replacement		
10	Anchors and Chains		
11	Sea Valve inspection and Service		
12	Waster Piece Inspection and Renewal		
13	ADCP Vent Line renewal		
14	Grand Total		

Attachment B**Itemized Specification Pricing List**

**SPECIFICATIONS FOR WORK TO BE ACCOMPLISHED ON
R/V Melville
March 1st – April 10th 2014**

SCRIPPS INSTITUTION OF OCEANOGRAPHY UNIVERSITY OF CALIFORNIA SAN DIEGO

Attachment B**Unit Pricing List**

Steel Quotations Per Location				
Contractor is requested to supply current rates for steel repairs based on location of repairs and price per pound differential based on total weight. Price to include removal of affected steel, installation, welding, testing and cleanup.				
Weight	Flat Shell Plate	Shaped Shell Plate	Internals	Deck Plate
1-200 kg				
200-500 kg				
500-1000 kg				
Over 1000 kg				
	Description			Cost
01	Staging			
	Staging cost per section			
02	Exterior Seam Welding			
	Seam Welding per lineal meter			
03	Internal Fracture			
	Internal fracture repair per lineal meter			
04	Ventilation			
	Set-up cost to ventilate a tank or space and adequately light			
05	Hull Hand Scraping			
	Cost per 300 sq. m. minimum			
	Cost per sq. m.			
06	Labor and Material Rates			
	Straight time			
	Overtime			
	Material/Subcontractor markup			
07	Services			
	Shore power cost			
	Gangway cost to install and remove			
	Pier side moorage rate			
	Crane and rigging service rate			

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3. Underwater Hull Prep and Paint
4. Freeboard Hull Prep and Paint
5. Hull and Sea Chest Zincs
6. ABS & USCG Dry Dock Surveys
7. Stern thruster Inspection and Seal Service
8. Bow Thruster seal replacement
9. Pettibone Crane turntable Bearing replacement
10. Anchors and Chains
11. Sea Valve Inspection & Service
12. Seawater Waster Piece Renewal
13. ADCP Transducer Void Vent

GENERAL:

See Attachment 8 General plans

This specification relates to the vessel R/V **Melville** whose approximate dimensions are as follows:

Length Overall:	273'
Beam Molded:	46'
Draft Normal:	16' 6"
Displacement:	2670 Long Tons

1. Any future changes in construction and arrangement of these specifications will be by addendum. Scripps Institution of Oceanography employees shall be permitted to carry on general ship's maintenance, such as preparation of surfaces and painting of exterior, main decks and above, similar maintenance of the interior, overhaul of interior and exterior machinery, electric and electronic components and servicing of transducers, provided such work or overhaul does not interfere with any shipyard work.
2. The Contractor shall be responsible for the timely notification of the Vessel Owner's Field Representative (Rep) so that completion of the work need not be delayed. The Port Engineer will be the Rep during this docking period and will notify the contractor of any alternate designated assignee in his absence.

1. GENERAL SERVICES

- a) **FURNISHINGS:** The contractor shall furnish the following services from the date of the ship's arrival at the shipyard until date of final departure:
 - i. **ELECTRICAL POWER:** 450 volt 3 phases AC, 60 hertz, 400 amps. The Contractor shall connect and disconnect the electric power.
 - ii. **TELEPHONES:** The contractor shall provide unlimited, 24 hours a day phone service. Phone location to be determined by Owner's Rep.

- iii. **COMPUTER AND INTERNET:** The contractor shall provide a DSL line with unlimited 24 hours a day internet service to a minimum of two computers aboard the vessel.
 - iv. **CRANE SERVICE:** Crane service shall be available as coordinated by rep, Master or Chief Engineer
 - v. **FIREMAIN:** The contractor shall furnish full fire protection (minimum 100 PSI) and make all necessary connections to fire tree, one on 01 level midship.
 - vi. **INSTALL AND REMOVE GANWAY:** The contractor shall provide (1) gangway for the duration of the docking period.
 - vii. **TRASH REMOVAL:** Trash is to be removed from all areas of the vessel on a daily basis.
 - viii. **TOILET FACILITIES:** The contractor shall furnish (1) portable toilet (or equivalent) within 100 feet of the gangway landing. Facilities should be serviced a minimum of twice weekly.
 - ix. **COMPRESSED AIR:** The contractor shall furnish 115 PSI compressed air, at 125 CFM. (As requested by Owner's Rep.)
 - x. **FIREWATCH:** The contractor shall provide a fire watch, CO2 bottle, and charged fire hose in accordance with OSHA regulations whenever burning or welding is being accomplished by the shipyard.
 - xi. **PARKING:** The contractor shall assign reserved parking for a minimum of five vehicles inside the shipyard parking lot near vessel location.
- b) **INSPECTIONS NOTIFICATION:** The contractor shall be responsible for the timely advance notification of the Owner's Representative of all events that require on-site inspection with a minimum of (6) six hours for inspections occurring 07:00 to 16:00 and (10) ten hours' notice for inspections occurring during all other hours so that completion of the work need not be delayed. These inspections shall include, but are not limited to the American Bureau of Shipping (ABS), United States Coast Guard (USCG), and prescribed check points.
- c) **ELECTRICAL GROUNDING:** All electric cutting and welding procedures in, on, or adjacent (within 72" or less) to any machinery shall be locally grounded using the specific cutting/welding machine's ground lead connected directly between the welding machine and the nearest practical point to the welding zone in order to prevent potential internal arcing and the resultant destruction of internal machinery surfaces specifically bearings and gears.
- d) **DECK AND INTERIOR/EXTERIOR SURFACE PROTECTION:** The contractor is to provide durable non-slip protective covering of the main deck from aft hatch forward to bow thruster room and lower deck from stairway to engine room including machine shop. The

contractor is to run all services suspended, with no leads, hoses, and ducts on walkway decks. The contractor is also to provide suitable protection of all ship's surfaces and repair all damage from yard related work to the satisfaction of the Owner's rep.

- i. The shipyard and its contractors are responsible to clean all working areas at the end of each shift of daily, removing all scrap, trash, dirt, slag etc. Workers are to be only in work related areas for work related activities with no use of ship's services, tools, food or beverages. The ship is home to the sailors that operate it and is the prized possession of the Scripps Institution of Oceanography. It shall be treated with care, respect and cleanliness at all times.
 - ii. All surfaces shall be delivered to the customer in as found or better condition i.e. painted surfaces restored and all areas affected swept, washed or wiped to Owner's satisfaction.
 - iii. Any additional cleaning or repair work necessary due to shipyard related functions will be recorded and negotiated as a reduction in the final billing.
- e) **WASTE DISPOSAL:** Shipyard to provide for appropriate disposal of all items removed to include waste materials, and excess, unless directed otherwise by owner's rep or chief engineer.
- f) **PAINTING:**
- i. All painting is to be accomplished in accordance with the guidelines set forth in the International Paint specification, (see attachment 2) and under the documented direction of the assigned International Paint rep at all check points. Shipyard in conjunction with International Paint rep is to provide a full written and digital (CD and PDF) report on all preparation and painting including, but not limited to providing the following: digital photos and text describing the complete process with numerically quantified specifics of each painted zone at each preparation and coating stage from beginning to completion including, but not limited to: ambient and steel surface temperature, humidity, as well as all other relevant painting details including International Paint representative documented check points in support of the proper preparation and application of products. The Owner's Rep, ship's crew and shipyard personnel will not to be substituted for the International Paint representative documented check points in support of the proper preparation and application of all coating qualification and approvals at all check points, though Owner's Rep reserves the right to inspect all areas at any time.
 - ii. The Rep, ship's crew, and shipyard personnel will not be substituted for the International Paint Rep qualification and approvals at all checkpoints, though rep or assignee reserves the right to inspect all areas at any time.
 - iii. **The Shipyard is to provide all paint products and provide all preparation and painting as recommended by the International Paint rep, shipyard is responsible for cleanup**

materials as well as all associated approved waste handling for all paint related functions and products.

g) STEEL WORK AND PIPING PREP, WELDING, INSPECTION AND TESTING:

- i. All steel fabrication and piping, prep, fit up welding, materials (piping shall be A53 Grade "B" Seamless or equivalent), inspection, and testing to be in accordance with USCG, ABS, specifically ("Guide for Shipbuilding and Repair Quality Standard for Hull Structures During Construction") standards and to be performed, produced and delivered in a workmanlike manner with all welds free from paint, slag, flux, and debris clearly visible before testing and to the complete satisfaction of Owner's Rep or assignee.
- ii. All cutouts to be pre-qualified in by Owner's Rep and submitted in drawing and written format detailing location, dimensions, fit up, welding procedure and detailed checkpoints along with local soapstone layout both sides of affected plate before commencing work. All oxy/acetylene leads to be removed from confined spaces and manifolds secured at the end of each shift.
- iii. Shipyard is to provide copies of welder's certifications for all welders on the job before commencing work. All tank testing is to be performed using a water manometer with a two (2) hour sustained pressure test without make-up air supply and any notable pressure loss in tandem with observed soap testing of all affected weld seams.

h) QUALITY ASSURANCE AND CHECK POINTS: Shipyard Quality Assurance is to pre-test and satisfactorily qualify all checkpoints and testing before providing notice to Owner's Rep. Any failed or delayed check points or testing necessitating re-attendance or waiting by Owner's Rep / assignee, or regulatory entities in all applications (steelwork, painting, testing and mechanical) will be recorded and applied as a final billing reduction based on applicable charge out rates.

i) TESTING AND QUALIFICATION:

- i. All serviced or repaired equipment and systems shall be thoroughly and completely tested before conclusion of work and release to ship's crew.
- ii. Thorough complete testing is defined by a visual and numerically quantitative observation of all operating systems to the full extent of all functions that are able to be demonstrated to complete rated capacity (full operating limits including but not limited to full rotation, reach, RPM, operating temperatures, balance, rated load etc..) observed, accepted, and approved by Owner's Rep or assignee. All test parameters and results outlining the details of the testing, numerical references (pressures, temperatures, tensions, capacity, RPM, etc.) shall be provided in written form to Owner's Rep within 48 hours of testing conclusion. Testing shall include pre-installation shop testing in addition to final installation tests as per request of the Owner's Rep.

j) TOOLS: Shipyard is to supply all of its own tools and services to accomplish all work and not to make use of any of the vessel's tools and services with the exception of noted special tools or service expressly directed and authorized by the Owner's Rep or Chief Engineer.

- k) **PRODUCTION MEETINGS:** Key personnel shall meet with Owner's Rep, Vessel's Master and Chief Engineer prior to docking to introduce themselves, and to provide contact information that will include 24 hour cell phone numbers and email addresses. Associated trades foremen shall attend a daily production meeting. Yard Foreman and Primary Shipyard contact shall attend a minimum of two production meetings per week aboard ship at the beginning of the work shift.

2. DOCKING AND HULL INSPECTION

[Reference Attachment 01: R/V Melville docking plan]

- i. Contractor to provide tug services to move vessel into and out of the dry dock to and from contractor's wharf to facilitate preliminary and final waterborne alignment checks and shaft disconnection/re-connection.
- ii. The vessel will be docked on suitable blocks and undocked when work is completed to the satisfaction of the Owner's Representative.
- iii. Qualified divers are required during docking to verify the ship is properly positioned on the blocks.
- iv. Special precautions must be taken to keep all transducer faces and bow thruster free and clear.

3. UNDERWATER HULL PREP AND PAINT

[Reference Attachment 02:- Paint Specification]

Note: shipyard to supply all coatings

- a) After removing all gratings including, but not limited to: sea chests bow thruster and zincs apply methods described in the paint specification to remove *all* marine growth.
- b) Remove all growth from keel coolers, transducers, and science equipment taking care to insure no damage will be incurred to exposed wiring on transducers and seals and soft tubing on keel coolers during all cleaning functions.
- c) All instrument wells including bow thruster void, and all vessel sea chests including connection piping up to the first 90 degree elbow (2 ½” and larger) or 24” straight pipe and their associated screens will be prepared and preserved as described in the International Paint specification.
- d) Provide mechanical preparation of up to 15% of the underwater hull surface as per International Paint specification. Approximate underwater hull area is 16,700 sq. ft.
- e) Apply spot coat to approximately 15% followed by a full coat finish as per International Paint specification.
- f) Apply paint as per International Paint specification. Including: sea chests, bow thruster, and zinc touchup.

Paint draft marks, white as per Master’s direction.

4. FREEBOARD HULL PREP AND PAINT

[Reference Attachment 02: International Paint Specification]

- a) Close high pressure fresh water wash as per International Paint specification.
- b) Spot mechanical surface preparation and coating application as described in International Paint Spec(attachment?) approximately 15% of the Freeboard hull area (approximately 14,000 sq. ft.) to be selected by vessel master. Freeboard hull area is defined as the following: entire freeboard area including all surfaces from the waterline up to gunwale top, anchor pockets, hawse pipes as well as the 36” high bulwarks on the aft main deck and all associated components in the areas described in appropriate colors.

- c) Paint draft marks, ships name/homeport, and load lines white as per Master's direction.

5. HULL AND SEA CHEST ZINCS

- a) Remove all (160) 24 lb. and (46) 50 lb. bolt on zincs from ship's hull sea chests, bow and stern thrusters, and EM-120 Sonar well before underwater hull pressure washing and paint preparation, taking care not to damage the zincs as some will be reused.
- b) Install suitably durable heavy wall rubber hose ,PVC pipe or an owner approved alternative as hull bolt thread protection with captive nut (utilize ½"NC SS nylock nuts removed with the zincs, as these will be replaced with new during reassembly) to protect SS threads during *all* below waterline cleaning and paint preparation and application. Any damage to the threads that requires chasing of threads after painting or damage, will be inspected by the owners rep, if deemed unacceptable it will necessitate the removal and replacement of the welded zinc fasteners at the contractor's complete and sole expense.
- c) Perform 3000 PSI fresh water wash all sides of all zincs.
- d) Replace an estimated 50%, owner's Representative will inspect and determine replacement quantity of Contractor provided equipment, including new and reused zincs. Contractor to provide, all new 5/8" NC 316 cross "L" nylock nuts for installation. Contractor to provide any needed new Anodes as determined by the owner's representative.
- e) Coat fastener threads with copper-based never-seize thread lubricant provided by owner (no substitution), and torque the nylock nut (no washers) to 55 ft. lbs with torque wrench.
- f) Perform random 10% torque check of all fasteners observed by Owner's Representative or assignee. If over 50% fail then test extends to 50% of total fasteners with additional Owner's Rep inspection time deducted from final billing.

6. ABS and USCG DRY DOCK SURVEYS

Time will be made available for the ABS surveyor to perform dry dock inspections on the ship's hull, tanks, anchor gear and thrusters.

7. Stern Thruster Seal replacement

Note: Paul Diehl and a Field Service Engineer from LIPS Wartsila will supervise the replacement of propeller seals and gearbox inspection.

- a) Provide yard and crane support, 4 mechanics and 4 riggers for 8-10 days to accomplish the replacement of both Wartsila stern thrusters propeller seals and the inspection of both the upper and lower gearboxes
- b) Provide the material and labor to accomplish to clean and gas free as needed
- c) Work is to be coordinated with the hull prep and painting
- d) Time will be allotted for ABS and owners rep to perform inspections as needed
- e) Provide certified NDT testing personal for inspections of prop shafts if needed
- f) The scope of work will include but not be limited to :
 - I. Provide adequate staging to accomplish all work
 - II. Remove lower inspection panels to access drain plugs
 - III. Drain 400 gallons of Omala 150 gear oil from each unit ,.Oil is drained from the lower gearbox, shipyard is responsible for providing an adequate means of draining oil as well as disposing of it
 - IV. Ship will supply new oil
 - V. Supply welding services if needed to replace rope cutters on each prop

8. BOW THRUSTER SEAL REPLACEMENT

Note: Lips model 4700 L drive

- a) Provide necessary staging for external access of the propeller and oil drain for the 180 gallons of lubricating oil. Shipyard will be responsible for disposal of all used oil
- b) Owner is to provide the replenishment oil when complete.
- c) Provide two machinists and rigging support to assist Wartsila service representatives in the replacement of the input drive and propeller seals that require the lifting of the electric drive motor. (Past practice would indicate a five day commitment.)
- d) Clean bow thruster propeller as directed by Wartsila rep
- e) Any additional work required shall be bid separately.

9. RENEW PETTIBONE CRANE TURNTABLE BEARING

See attachment 3, Pettibone crane

- a) Pettibone Pedestal crane Model 25 serial # 196-5-9
- b) Disconnect all hydraulic lines & remove all interferences required to remove the cab.
- c) Remove
- d) Remove boom section and replace bearing
- e) Owner will supply bearing
- f) All hydraulic lines will be flushed prior to re assemble

- g) All gaskets and seals disturbed during disassembly will be renewed
- h) Provide owner with bearing clearances per ABS rocking test standards

10. ANCHORS AND CHAINS

- a) Range out anchors and all shots of chain using shipyard equipment.
- b) Vessel's crew, as designated by the Master, shall operate vessel machinery during deployment and /or recovery of chain.
- c) High pressure water wash the anchors and chain, using 3,000 psi fresh water to remove all sludge, marine growth, etc. Maintain a wand within 15-30 centimeters of chain and anchor surfaces. Use fan tip only. Vessel's appendages are to be included in this item.
- d) For all shots of chain, take gauging of chain over five (5) links, a minimum of two (2) places and two (2) link thickness readings, per shot. Provide (3) copies of ABS approved format report of chain link measurements from each shot.
- e) Renew all connecting links with shipyard-provided and ABS-approved links and assemble anchoring system as per direction of the vessel's master as well as the vessel's arrangement drawing provided by the ship.
- f) Apply one (1) full coat of Interthane 990 Top Coat. Coating shall be applied to a minimum of 88 microns WFT, 50 microns DFT. Anchor and the following shots shall be black, with the exception of the final two (2) shots. Connecting links are red with one link on either side white. The entire final shot is to be painted red with the next-to-last shot coated yellow.
- g) Clean and remove all scale from chain locker sump. Allow for proper disposal of scale and mud. Owner's Representative shall inspect chain locker upon completion of cleaning.
- h) Assist ship's crew utilizing ship's anchor windlass during the re-stowage of anchors and chain. Ship's master to ensure the final shot of chain is properly seized to the chain locker.

11. SEA SUCTION AND OVERBOARD VALVE INSPECTION

See Attachment 5 Sea Suction and Overboard Valve Listing

- a) Listed sea valves and check valves will be removed in their entirety and inspected by United States Coast Guard (USCG) and American Bureau of Shipping (ABS) Inspectors.
- b) This item shall be accomplished in conjunction with hull preparation and painting.
- c) Remove all screens and sea chest guards. Clean all sea chests and renew sea chest zincs. Furnish labor, material and machine work to open all sea suction and overboard discharge valves, including check valves and sea chest blowout valves. Examine yoke rods, securing bolts, valve stems, discs and seats. Chief Engineer will witness the inspection. Clean and free valve stems. If any defective parts are found, submit written report to Owner's Representative. The cost of any complete valve removal, machine work, reinstallation or valve replacement shall be negotiated

separately. Clean and re-assemble all valves using new contractor-provided packing and gaskets. Chase and lubricate all threads.

- d) Contractor shall demonstrate valve integrity by “blue fitting” valve seats and discs for ABS, CG and the Owner’s Representative to witness. All new valves shall be hydrostatically tested prior to installation, and documentation shall be provided to the Owner’s Representative that confirms the valve meets ABS and Coast Guard requirements for inspected class vessels. The Owner’s Representative or assignee will arrange for inspection and reporting for all sea valves by inspectors of the ABS and USCG. The contractor shall inform the Owner’s Representative or assignee at least 24 hours in advance when sea valves are ready for inspection. Reinstall all sea valves.

12. SEAWATER WASTER PIECE RENEWAL

See Attachment: 4 Melville Waster Pieces

- a) All fluid system waster spool pieces are to be inspected and replaced as directed by the Chief Engineer or Owner’s Representative. Contractor will remove, manufacture and replace waster pieces. Not to exceed 50% of total pieces inspected.
- b) All waster pieces are welded extra heavy steel pipe flanged assemblies. Pipe and flange materials are to be owner-provided and any additional materials that are required shall be approved by the Chief Engineer or owner’s representative. Care should be taken to maintain the integrity of all fasteners. Fasteners that are damaged or ferrous shall be replaced with appropriate NC 316 stainless steel.
- c) In the event that piping and flange materials must be provided by the shipyard, seamless SCH 80, A53 pipe or better shall be used. Proof that ABS certified materials were used must to be provided upon request.
- d) Upon completion of fit-up and welding, new waster pieces shall be hydro-tested to a pressure of 100 PSI for the Chief Engineer or Owner’s Representative to witness. Any pressure drop or visible leakage from the system will require repair and retesting as described above. All work and testing is to be in compliance with applicable ABS and USCG standards. Time for Owner’s Representative checkpoints shall be provided for at critical steps in this process.
- e) Replacement waster pieces shall be coated in accordance with the International Paint specification. New materials shall be free of all scale, corrosion, and residue prior to coating. Near white metal blast 100% of the exterior surfaces of new waster pieces to SP-10.

Apply one (1) full coat of Intershield 300 Bronze AC. Coating shall be applied to a minimum of 9.0 microns WFT, 8.0 microns DFT.

Apply one (1) full coat of Intershield 300 Aluminum AC. Coating shall be applied to a minimum of 9.0 microns WFT, 5.0 microns DFT.

Apply one (1) full coat of Interthane 990 white. Coating shall be applied to a minimum of 8.8 microns WFT, 5.0 microns DFT.

Adhere to manufacturer’s recommended cure time between coats.

- f) All flange gaskets and seals are to be renewed with ABS flame resistant approved materials

provided by the contractor. These materials shall be approved by the Chief Engineer or the Owner's Representative prior to installation to ensure system compatibility.

- g) In the event that piping and flange materials must be provided by the shipyard, seamless SCH 80, A53 or better shall be used with proof.
- h) After installation all spool pieces will be inspected and approved by the Chief Engineer or owners rep

13. REPLACE ADCP TRANSDUCER VENT LINE

See attachment 6 ADCP vent line

- a) Remove existing black iron 1 1/2" vent line located in the transducer well at frame 3-82-2
- b) Replace vent with 1 1/2" sch 80 stainless steel
- c) All welds will to be inspected by ABS or ships rep
- d) Final welds to be tested via vacuum box

Appendix A

**INSTRUCTIONS, FORMS AND GENERAL
CONDITIONS FOR SHIP REPAIR**

**NIMITZ MARINE FACILITY
SCRIPPS INSTITUTION OF OCEANOGRAPHY
UNIVERSITY OF CALIFORNIA, SAN DIEGO**

Section

- A. Instruction to Bidders
- B. Proposal Format
- C. General Conditions
 - 1. Purpose and Precedence
 - 2. Definitions
 - 3. Delivery and Re-Delivery
 - 4. Performance
 - 5. Title to Ship
 - 6. Inspection and Manner of Doing Work
 - 7. Changes
 - 8. Claims for Extra Cost
 - 9. Time of Completion and Liquidated Damages
 - 10. Guarantees
 - 11. Owner's Right to Terminate Contract
 - 12. Contractor's Right to Stop Work or Terminate Contract
 - 13. Payments
 - 14. Final Payment
 - 15. Insurance
 - 16. Damages
 - 17. Assignment
 - 18. Mutual Responsibility
 - 19. Subcontracts
 - 20. Disputes
 - 21. Interest of Third Parties
 - 22. Officials Not to Benefit
 - 23. Prohibited Interest
 - 24. Bonus or Commission
 - 25. Copeland Act
 - 26. Equal Employment Opportunity
 - 27. Employment of the Handicapped
 - 28. Wage Rate
 - 29. Contractor Work Hours
 - 30. Royalties and Patents
 - 31. Permits, Laws and Regulations
 - 32. Liens
 - 33. Examination of Records
 - 34. Correspondence
 - 35. Delays
- D. Work Orders
- E. Additional Enclosures

APPENDIX A, SECTION A**INSTRUCTION TO BIDDERS**

These instructions to Bidders, the General Terms and Conditions, the Work Orders, and any drawings, shall be parts of this contract.

1. PROPOSALS

Bids must be made on a form identical to that bound herein with all blanks filled in and without alterations, erasures or interlineations.

2. INSPECTION BY BIDDER

The ship will be available for bidders' survey and inspection at the Nimitz Marine Facility, 297 Rosecrans St., San Diego, California, 92106 or as otherwise stated in **Attachment B** on the dates listed in **Attachment B**.

Bidders shall determine prior to their bid and to their own satisfaction, the methods and equipment they will require accomplishing the work specified in the contract documents. If they are awarded the contract, they will not be entitled to additional compensation if they subsequently find the conditions to require other methods or equipment than that which they anticipated in making their bid.

3. DISCREPANCIES

Should a bidder find discrepancies in or omissions from the specifications, drawings or work orders, or should there be any questions they should at once notify the University of California buyer at the address listed in this RFP. The owner and any of his representatives are not responsible for any oral instructions. Questions received less than three (3) days before bids are to be opened, cannot be answered. All addenda issued during the time of bidding will be incorporated into the Contract.

4. STATE SALES TAX

If applicable, State sales taxes are to be included in the bid, as a separate item.

5. FEDERAL EXCISE TAXES

The University of California is an agency of the State of California and is exempt from payment of federal retailers and manufacturing excise taxes (Sec. 4055, Ch. 32, Internal Revenue Code of 1954) and bids shall not include such taxes.

6. FEDERAL, STATE AND LOCAL LAWS

State laws concerning wages, hours, workmen's compensation and other conditions of employment, are applicable to the work, and their requirements are called to the attention of the bidders. All Federal, State and Local laws applicable to this Contract and the work called for hereunder are deemed to be incorporated herein.

7. AWARD

Responsibility and competency of Bidders will be considered in making the award. The Owner is not obligated to accept the lowest or any other bid. Upon request, the bidder shall promptly submit qualifying evidence of financial resources, experience and available organization and equipment.

8. PAYMENT (S) FOR WORK UNDER THIS CONTRACT

The Owner will make payment for the work upon its completion as certified by its designated representative. Except as provided in Section 5, Paragraph 13-D, General Conditions for Repairs and Modifications to UCSD Research Vessels, the payment will be for 90% of the contract price as adjusted for Changes. Final payment shall be made as noted in paragraph 14 of the General Conditions for Repairs and Modifications to UCSD Research Vessels

9. SIGNATURE

Each bid must be signed in longhand by the bidder with its usual signature. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Bids by corporation must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature of the President, Secretary or other person authorized to bind the corporation in the matter. Type or print the name of each signatory below his signature.

APPENDIX A, SECTION B

PROPOSAL FORMAT

TO: Whom it may concern:

The undersigned hereby submits the following proposal:

BID – The undersigned hereby certifies that he/she has carefully examined the Contract Documents for Repairs and Modifications to R/V MELVILLE, University of California, San Diego (Scripps Institution of Oceanography), including work orders, numbers 1 through 22 of Attachment A, the drawings (as appropriate), and the conditions affecting the work, and hereby offers to complete the work in strict accordance with the above named documents for the sum of _____ dollars (\$ _____) with the completion date of _____.

The above FIRM FIXED PRICE is composed of the individual work order prices listed on Attachment A. Bidder will provide detail cost information that supports the bid price. Detail cost information will also include the DCAA Forward Pricing Agreement that supports the straight time direct labor, overhead, G and A, FCCM. Bidder will assume that labor will be paid only at straight time with no overtime or weekend work. Profit will be that paid on Government work under similar conditions.

CHANGE ORDERS

The undersigned agrees that prices for changes, which may be required under this Contract for repairs, and other work ordered by the Owner, will be based on the bidder’s latest Government approved forward pricing rates for the dry docking period. **The forward pricing letter will be provided with the bidder’s proposal.** The pricing of the work orders will include a negotiated consolidated labor rate and estimated hours as signed off by the Owners representative in advance of the contemplated work. Bidder will provide calculation work sheet supporting the consolidated labor rate. Consolidated labor rate will be based on the following:

LABOR: DCAA approved straight time direct labor rate plus one (1) dollar with a weighted straight, overtime and double time formula based on agreed percentage mix.

OVERHEAD, GENERAL AND ADMINISTRATIVE FCCM per the above referenced letter

PROFIT: SAME AS BASE BID

Materials _____ percent of Invoiced Cost

Subcontract and Subcontractor Services _____ percent of Subcontract Price or Invoice

Flat rate per day, including temporary services, for days at Contractor’s pier occasioned by Owner beyond the time of completion agreed to herein \$ _____/day

Flat rate per day, including temporary services, for lay days in Contractor’s dry-docking or on marine railway occasioned by Change Orders to the Work Orders in the Contract. \$ _____/day

TAXES NOT TO BE INCLUDED IN THE BID PRICES

State Tax or Federal Excise Taxes shall not be included in the above computation. (Section 4055, CH. 32, Internal Revenue Code of 1954).

TIME OF COMPLETION

The undersigned agrees, if awarded the Contract, to complete the work and redeliver the ship to the Owner no later than 1600 hours on _____,

CONTRACT AND BOND

If the undersigned has been notified of the acceptance of this bid within fifteen (15) days of the time set for opening bids, he agrees to execute a contract for the work for a compensation computed by totaling the amounts of the individual Work Orders selected by the Owner and agrees to be included in the Contract and to provide evidence of insurance.

SHIP CHECK

The undersigned and/or his representatives visited and examined the R/V MELVILLE on _____, at _____.

CONTRACT AGREEMENT FORM

Use University of California, San Diego Purchase Order Format and appropriate attachment(s) plus Work Order Task Sheet(s).

APPENDIX A, SECTION C**GENERAL CONDITIONS FOR REPAIR AND MODIFICATION TO UCSD RESEARCH VESSELS (SCRIPPS INSTITUTION OF OCEANOGRAPHY)****1. PURPOSE AND PRECEDENCE**

- A. The purpose of the contract is to establish the terms upon which the contractor will affect repairs, completion, alterations of, and additions to vessels and parts thereof, of the University of California, San Diego (Scripps Institution of Oceanography) under work orders issued by owner from time to time, under the contract.
- B. The rights and obligations of the parties to the contract shall be subject to, and governed by the provisions of the contract, the provisions of work orders issued thereunder, and the plans and specifications. To the extent of any inconsistency between the contract and any work order, including any plans and specifications, the provisions of the contract shall control.

2. DEFINITIONS

- Contract Documents:** The Contract Documents consist of the Request for Bids, Instructions to Bidders, Addenda, Contract, Proposal, Specifications and Drawings, including all modifications thereof incorporated in the documents before their execution. The Contract documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to require that the contractor provide all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- Specification:** The description of the work to be done as contained in the Contract Documents, the Work Orders and the Drawings.
- Owner:** The Owner is the Regents of the University of California on behalf of the University of California, San Diego or the United States Government, acting through the University of California, or its duly authorized representative. The representative authorized to act on behalf of the Owner on matters pertaining to this Contract shall be designated in writing and the extent and limits of his authority, if any, shall be defined.
- Contractor:** The individual, partnership or corporation that agree to perform the work covered by the Contract. The Contractor shall designate, in writing, the individual or individuals having authority to act on behalf of the Contractor and one of the individuals so designated shall have the authority to act for the Contractor on all matters pertaining to this contract.
- Authorized Field Representative:** The individual(s) representing the Owner, who are assigned to the scene of the repair.

Work Orders:	The specifications and any drawings or technical data attached thereto or referenced therein, describing the work to be accomplished under this contract.
Subcontractor:	The terms Subcontractor, as employed herein, includes those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes materials not so worked.
Notices:	Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail to the last business address know to him who gives the notice.
Work:	The term “work” includes labor, materials, equipment or any combination thereof.
Approval:	Where the words “approved” or “for approval” are used, they shall mean “approved by the Owner, by and through the Owner’s Representative”, and “for the Owner’s approval by and through the “Owner’s Representative.”
Furnish:	The term “furnish” shall mean deliver to the Contractor’s shipyard for offloading and care by the Contractor.
Install:	The term “install” shall mean the Contractor shall supply all tools, labor, and incidental materials to perform the work required, too incorporate Owner-furnished machinery and equipment into the completed work.
Provide:	The term “provide” shall mean the Contractor shall supply all materials, tools and labor to perform the work required.
Remove:	The term “remove” shall mean, unless indicated otherwise, the Contractor shall supply all labor, tools, and services to take the materials named off the ship and care for them ashore as required in the text.

3. DELIVERY AND RE-DELIVERY

The Owner shall deliver the ship to the Contractor’s pier at the hours set forth in buyer’s request for quotation, and subsequent contract. The Contractor shall accept delivery of the ship and provide any special handling required to receive the ship at his pier or dock and relocate and protect it from damage until redelivered to the Owner. He shall also provide secure moorage, wire wraps fore and aft and tend all mooring lines until the ship is accepted by Owner on redelivery.

The ship shall be redelivered to the Owner with all Work Orders completed as required by the Contract and the Owner will accept redelivery at the Contractor’s pier where originally delivered.

4. PERFORMANCE

Upon award of the Contract, the Contractor shall promptly commence the work specified in the work orders and diligently prosecute the work to completion along with any changes which may be agreed on or ordered by the Owner. The Contractor shall without specific requirement in the work orders:

- A. Make available to the Owner or his personnel while the ship is in the Contractor's control, toilet and similar facilities acceptable to the Owner.
- B. Supply and maintain, in such condition as the Owner's Representative may reasonably require, suitable brows and gangways from the pier, dry-dock or marine railway to the ship.
- C. Perform or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the Vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines.
- D. Perform, or pay the cost, of repair of any damage caused to any of the Vessel's structure, machinery, equipment or fittings as a result of work required by the Work Orders performed by the Contractor or his vendors, suppliers, or subcontractors.
- E. Provide temporary services to the ship as are stated in Work Order.
- F. Except as otherwise provided in the Work Orders, the Contractor shall furnish all necessary material, labor, services equipment, supplies, power, accessories, facilities, and such other things as services, including, but not limited to, removal and replacement of any materials or equipment as are necessary for accomplishing the work specified in the Work Orders.
- G. Except as otherwise provided in the Work Orders, the Contractor shall dispose of all materials or equipment not required after completion of the work described in the Work Orders.
- H. Necessary tests and trials are specified in the individual Work Orders. Trials or test not expressly called for by the Work Orders which the Contractor may require for his own benefit to insure satisfactory installation or operation of equipment or materials called for by the Work Orders shall also be conducted. The contractor shall provide and install all fittings, equipment or instruments required for any tests and trials to enable the representatives of the Owner to determine whether the requirements of the Work Order have been met. The Contractor shall also be responsible for the care of and installation and removal of any instruments or apparatus which are noted in the Work Orders to be provided by the Owner for any tests or trials. Notice as to the time scheduled for conducting any tests or trials shall be given by the Contractor to the Owner's Representative at least 24 hours prior to the test or trial. Tests and trials shall be scheduled to be started and completed within regular working hours unless prior approval is granted by the Owner's Representative.
- I. Provide schedules which the Contractor proposes to follow in performing the work in sufficient details to enable the Owner's Representative to ascertain the adequacy of forces available to accomplish the work and to monitor progress.

5. TITLE TO SHIP

Title to the ship and all the equipment, machinery, supplies and tools aboard it at the time of delivery to the Contractor shall vest in the Owner. Title to all materials and equipment to be incorporated in the ship, or to be placed upon the ship or part thereof in accordance with the requirements of the Work Orders, shall vest in the Owner upon delivery thereof at the Contractor's plant for the performance of the work; provided, however, that the provisions of this clause or other provisions of this contract shall not be construed as relieving the Contractor from the full responsibility for all such Contractor furnished materials and equipment or the restoration of any damaged work or as a waiver of the right of the owner to require the fulfillment of all the terms of this contract, it being expressly understood and agreed that the Contractor shall assume without imitation the risk of loss or damage to any such materials and equipment until such time as all work is completed and accepted by the Owner and the vessel is redelivered to the Owner. Upon completion of the Contract, or with the approval of the Owner at any time during the performance of the Contract, all such Contractor-furnished materials and equipment not incorporated in the ship or part thereof in accordance with the requirements of the Work Orders, shall become the property of the Contractor, except those materials and equipment, which have been included in progress completion reports and paid for by the Owner.

6. INSPECTION AND MANNER OF DOING WORK

- A. Work shall be performed in accordance with the Work Orders, and any change orders authorized and made a part of the contract agreement. Some of the Work Orders include drawings and other data provided for guidance and to describe the work to be done. Correctness of the dimensions, sizes and shapes shown on the drawings and data re not guaranteed by the Owner except when specifically noted in the Work Order. The Contractor is responsible for performing the work to meet the requirements of the specification, contract drawing and contract.
- B. The Work Orders and the drawings are intended to show work which when accomplished, will be in accordance with requirements of the applicable regulatory bodies. If changes are necessitated by any of the regulatory bodies, the changes shall be incorporated in the completed work and the Contract will be changed in accordance with Paragraph 7 of these General Conditions.
- C. The Contractor may prepare any shop drawings he deems necessary to develop additional construction and assembly details from any drawings provided with the Work Orders. A copy of any drawings which the Contractor does prepare shall be provided to the Owner for his approval. Any work done prior to approval of the drawings shall be at the Contractor's risk.
- D. Unless otherwise specifically provided in the Work Order, all operational practices of the Contractor and all workmanship, material, equipment and articles used in the performance of work hereunder shall be in accordance with the rules and requirements of the American Bureau of Shipping, the U.S. Coast Guard and U.S. Public Health Service in effect thirty (30) days prior to the time of the Contractor's submission of bid and the best Commercial marine practices. The original classification shall be retained and certification by USCG and U.S. Public Health Service after completion of the work is required.
- E. All material and workmanship shall be subject to inspection and tests at all times during the Contractor's performance of the work to determine their quality and suitability for the purpose intended and compliance with the Work Orders. Inspection and tests, in addition to those specified in the Work Orders, which are required by any of the regulatory bodies

shall be scheduled by the Contractor, with the Owner's approval, to coincide with the specified inspection and tests. Inspectors from the regulatory agencies shall coordinate their inspection and deal with the Contractor through the Owner's Representative. In case any material or workmanship furnished by the Contractor is found, prior to redelivery of the vessel, to be defective, or not in accordance with the requirements of the Work Order, the Owner retains the right to reject such material or workmanship, and to require its corrections or replacement by the Contractor at the Contractor's cost and expense. If the Contractor fails to proceed promptly with the replacement or correction of such material or workmanship, the Owner may, by contract or otherwise, replace or correct such material or workmanship and charge to the Contractor the excess cost occasioned by Owner there by.

- F. If specified in any Work Order, the Contractor shall provide and maintain an inspection system acceptable to the Owner covering the work specified in the Work Order. Records of all inspection work by the Contractor shall be kept complete and available to the Owner during the performance of the Work Order and for a period of sixty (60) days after completion of all work required by the contract.
- G. No welder shall be permitted work in connection with repairs, completion, alterations, or additions to the ship unless he is at the time qualified by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder for this purpose shall be outlined in "Marine Engineering Regulations" of the U.S. Coast Guard, "Rules for Building and Classing Steel Vessels" of the American Bureau of Shipping or "MIL-STF 248a (NAVY) 17 June 1958" of the Department of the Navy. . No welder shall be permitted to work on production applications of welding other than those for which he has qualified.
- H. The contractor shall exercise reasonable care to protect the vessel from fire, and the Contractor shall maintain an approved system of inspection over the activities of welders, burners, riveters, painters, plumbers and similar workers, particularly where such activities are undertaken in the vicinity of the vessel's fuel oil tanks or storerooms containing inflammable materials. All spaces and tanks under alteration or repair shall be cleaned, washed and steamed out or otherwise made safe by the Contractor in and to the extent necessary, and the Owner's Representative shall be furnished with a "gas-free" or "safe-for-hot work" certificate before any hot work is done on a tank. Unless otherwise provided in the Work Order, the Contractor shall at all times maintain a reasonable fire watch about the vessel, including a fire watch on the vessel while work is being performed thereon.
- I. Except as otherwise provided in the Work Order, when the vessel is in the custody of the Contractor or in dry-dock or on a marine railway and the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall keep all pipelines, fixtures, traps, tanks and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. When the vessel is in the dry dock, the stern tube and propeller hub shall be protected from frost damage by heat applied through the use of a salamander or other proper means.
- J. Owner's employees shall be permitted to carry on general ship's maintenance, such as preparation of surfaces and painting of exterior main decks and above, similar maintenance of the interior, and overhaul of interior and exterior machinery, provided such work or overhaul does not require the services of yard workmen or yard shops.

- K. The Contractor shall at all times keep the ship free from accumulation of waste material or rubbish caused by his employees or the work, and the completion of the work shall remove all rubbish and leave the ship "broom clean", unless more exactly specified in Work Orders.
- L. In the event the Contractor permits the ship to ground during the course of the work, he shall dry-dock the ship immediately for inspection by the Owner, the ABS and the USCG, and shall repair any damage suffered because of the grounding, all at no cost to the Owner.
- M. The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner's Representative. The superintendent shall not be changed, except with the consent of the Owner's Representative, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Owner's Representative any errors, inconsistencies or omissions which he may discover. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

7. CHANGES

The Owner may at any time, by written change order, make changes within the general scope of any Work Orders included in the contract or issue new Work Orders. If any such change causes an increase or decrease in the cost of, or the time required for performance of the Contract, an equitable adjustment shall be made in the price, or in the date of completion, or both, and the contract shall be modified in writing by the Owner accordingly. Where damage of an item or system has been previously noted and is identified in the repair specification, but upon inspection is determined and verified to be more seriously damaged than originally anticipated, Owner or his duly authorized field representative may authorize the repair. Any effort which was not previously identified and for which no provision is included in the repair specification shall be coordinated between Contractors, UCSD's authorized field representative, and the cognizant Buyer, and direction to proceed issued by Purchasing.

Where the cost of property made obsolete or excess as result of a change is included in the Contractor's claim for adjustment, the Owner shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Paragraph 21 hereof. However, nothing in this paragraph shall excuse the contractor from proceeding with changes ordered by Owner.

8. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings, or otherwise, involve extra cost under this Contract, he shall give the Owner written notice thereof no later than two (2) work days following the receipt of such instructions, and in any Event before proceeding to execute the work, except in emergency endangering life or property. In the event work is done in such emergencies, the procedure shall be as provided for changes in the work. No claim for extra cost shall be valid unless so made.

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The work of this contract shall be commenced on award of the contract and shall be completed within the time limits stipulated in the Contract. The Contractor shall reimburse the Owner for any loss suffered through failure to meet the schedule.

If the Contractor neglects, or fails, or refuses to complete the work within the time specified, then the Contractor does hereby agree as a part of the consideration for awarding of this contract, to pay to the Owner the sum of \$5,000.00 for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical claims for payment.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever; and where, under contract, and additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of work is due:

- A. To any preference, priority or allocation order duly issued by the Government;
- B. To unforeseeable causes beyond the control and without the fault or Negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance on the ship on the ship of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather; and to any delays of subcontracts occasioned by any of the causes specified in subsection (a) and (b) directly above.

Provided, further, that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing, of the causes of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time if its decision in the matter.

10. GUARANTEES

In case any work done or materials furnished by Contractor under this contract shall, within sixty days from date of redelivery of the vessel by the Contractor, prove defective or deficient, such defects or deficiencies shall, as required by the Owner, be corrected and repaired by the Contractor or at his expense, to the satisfaction of the Owner; provided, however, that with respect to any individual work item incomplete at the redelivery of the ship, the Owner shall, if and when practicable, afford the Contractor an opportunity to effect such corrections and repairs himself, but when, because of the condition or the location of the vessel or for any other reason, it is impracticable or undesirable to return it to the Contractor, or the Contractor fails to proceed promptly with any such repairs as directed by the Owner, such corrections and repairs shall be effected at the Contractor's expense at such other locations as the Owner may determine. Where corrections and repairs are to be effected by other than the Contractor, due to non-return of the vessel to him, the Contractor's liability may be discharged by an equitable deduction in the price of the job. The Contractor's liability under this clause shall, however, in no event extend beyond

the correction of such defect or deficiency or payment for the cost thereof; provided, however, that nothing in this clause shall be deemed to limit the responsibility of the Contractor under the Liability and Insurance Provision hereof or relieve him of his liability under that clause. At the option of the Owner, defects and deficiencies may be left in their then conditions, and an equitable amount as agreed by the Contractor and the Owner, shall be returned to Owner. If the Contractor and the Owner fail to agree upon the equitable deduction from the Work Order price to be made, the dispute shall be resolved as provided in Article 21 hereof.

11. OWNER'S RIGHT TO TERMINATE CONTRACT

- A. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuses or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or persistently disregard laws, ordinances, the instructions of the Owner's Representative or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the ship and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient.
- B. The performance of the work under the Contract or any part of the work under any Work Order may be terminated by the Owner whenever such termination is determined to be in the best interests of the Owner. Any such termination shall be in writing to the Contractor specifying the extent to which performance of work under the Contract or any Work Order is terminated, and the date upon which such termination becomes effective.
- C. If the Contract or any Work Order is terminated in whole or in part, the Owner, in addition to any other rights provided in the Contract, may require the Contractor to transfer title and deliver to the Owner, in the manner and to the extent directed by the Owner, any completed supplies and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of the Work Order as has been terminated; and the Contractor shall, upon direction of the Owner, protect and preserve property in possession of the Contractor in which the Owner has an interest. The Owner shall pay to the Contractor the Work Order price for completed Work Orders accepted by the Owner, and the amount agreed upon by the Contractor and the Owner for manufacturing materials delivered to and accepted by the Owner for the protection and preservation of property.
- D. If the Contract, any Work Order or part of a Work Order is terminated due to any of the reasons cited in Paragraph 11.A above and completion of the work is accomplished by other means, the actual damage to the Owner for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of delay the amount set forth in Article 9. The Contractor shall be liable for such liquidated damages accruing until such time as the Owner may reasonably obtain completion of the work described in the Contract and the Work Orders or parts of Work Orders terminated. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in Article 9 above.

12. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of thirty days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the Owner terminate this Contract and recover from the Owner payment for all work executed and any proven loss sustained.

Should the Owner wrongfully fail to issue any Certificate of Payment, through no fault of the Contractor, with seven (7) days after the Contractor's properly executed and certified request For payment, then the Contractor may, upon seven (7) days written notice to the Owner, stop work until such Certificate is issued.

Should the Owner fail to pay to the Contractor, within the payment period provided for in Article 13 below, any sum certified by the Owner's Representative, then the Contractor may, upon seven (7) days written notice to the Owner, stop the work or terminate the Contract as set forth in the first paragraph of this Article.

13. PAYMENTS

- A. Applications for payment are to be made to the Owner by the Contractor on or about the first day of each month, and shall be accompanied by such other certificates and data as may be required by the Owner. The application for payment shall include costs of materials incorporated in the work or suitably stored in the shipyard, plus labor and overhead attributable to each Work Order item with the claimed percentage of completion of the Work Order. The value of the Work Order on which the percentage complete will be approved for payment shall be the same as that listed in the contract for the respective Work Order plus or minus any authorized change order amounts applicable to the Work Order.
- B. Payments shall be made within thirty (30) calendar days after certification by the Owner's Representative of each application for payment. The Owner shall retain a sum equal to 10% of the certified amount of each application for payment and said amount may be retained by the Owner for its benefit including any claims, liquidated damages or correction of deficiencies for a period of thirty (30) days following the final acceptance of the completed work covered by the Contract.
- C. No certificate given or payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of the Owner to the contrary, and no payment shall be construed to be an acceptance or any defective work which may before or afterwards appear.
- D. The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certification for payment to such extent as may be necessary in his opinion to protect the Owner from loss or damage including, but not limited to:
1. Defective work not remedied.
 2. Repair of any damage to the ship, its structure, machinery, fittings, or equipment caused by the Contractor, his employees, his vendors, suppliers or subcontractors or their employees during the course of performing the work under this contract whether as a result of work under this contract or not.
 3. A reasonable doubt that the contract can be completed for the balance then unpaid. When the grounds are removed, payment shall be made for any amounts withheld in addition to the 10% withheld under 13.B above.

14. FINAL PAYMENT

Final payment less any outstanding or unsatisfied claims against the Owner or the Contractor on account of the work under this Contract shall be made within thirty five (35) days of final acceptance of the work by Owner.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owners and others relating or arising out of this work. No payment however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract.

15. A. INSURANCE

1. The Contractor shall exercise reasonable care and use his best effort to prevent accidents, injury or damage to all employees, persons and property, in and about the work, and to the ship or part thereof, upon which work is done.

2. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until such subcontractor has obtained insurance similar to that required hereunder for the Contractor. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

3. The Contractor shall include all costs for insurance in his bid.

4. No cancellation of the foregoing policies shall be effective without thirty (30) days prior written notice to the Owner.

B. INSURANCE OF THE SHIP

1. The Contractor shall be responsible for and make good at his own cost and expense, any and all loss of, or damage of whatsoever nature, to the ship (or part thereof), its equipment, movable stores and cargo, and Owner-furnished materials and equipment for the repair, completion, alteration of or addition to the ship in the possession of the Contractor, whether at his yard or elsewhere **while it is under bidders control or possession**, arising or growing out of the performance of the work, except where the Contractor can affirmatively show that such loss or damage was due to the fault or negligence of agents or employees of the Owner.

C. CONTRACTOR'S LIABILITY INSURANCE

1. The Contractor shall comply with applicable State Industrial Insurance Act, the Federal Longshoremen's and Harbor Worker's Compensation Act, and the Jones Act (Maritime Employer's Liability Insurance). The Contractor shall purchase and maintain during the life of this contract employer's liability insurance for all of his employees to be engaged in work on this project under this contract where applicable. In case of any such work is sublet, Contractor shall require subcontractor to provide the same insurance coverage for all of the latter's employees to be engaged in such work.

2. The contractor indemnifies and holds harmless the Owner and the ship against all suits, actions, claims, costs or demands (including without limitations, suits, actions, claims, costs or demands resulting from death, personal injury and property damage) to which the Owner and the ship may be subject or put by reason of damage or injury (including

death) to the property or persons of any one, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, his or their servants, agents or employees. Such indemnity shall include without limitation, suits, actions, claims, costs or demands of any kind whatsoever, resulting from death, personal injury or property damage occurring during the period of performance of work on the vessel or within 60 days after redelivery of the vessel; and with respect to any such suits, actions, claims, costs or demands resulting from death, personal injury or property damage occurring after the expiration of such period, the rights and liabilities of the Owner and the Contractor shall be as determined by other provisions of this contract and by law; provided, however, that such indemnity shall apply to death occurring after such period which results from any personal injury received during the period covered by the Contractor's indemnity as provided herein. Owner indemnifies Contractor in proportion to the extent that aforementioned loss, damages, etc. are the fault of the Owner's officers, employees, or agents wrongful act or omission, or negligence.

3. The amounts of such insurance shall be:
 - A. Comprehensive General Bodily Injury Liability Insurance, on an Occurrence basis in an amount of Three Million Dollars (\$3,000,000) or more for injury, including sickness, disease and death at any time resulting therefrom, sustained by one person, and subject to the same limit per person in an amount of Three Million Dollars (\$3,000,000) or more for one occurrence.
 - B. Comprehensive Property Damage Insurance, on an occurrence basis, in an amount not less than value of vessel and equipment for damage because of injury or destruction of property, including the loss of use thereof, arising from one occurrence. Certificate of Insurance with the Regents of the University of California named as co-insured will be sent to the Buyer named on the face of the Purchase Order and must be received before the ship is released to the Contractor. The amount of the insurance will be as stated on the face of the PO or \$35,000,000, whichever is less.

16. DAMAGES

Should either party to this Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the final payment, except as expressly stipulated. Otherwise in the case of faulty work or materials and the claim shall be adjusted by the Disputes Clause, Article 20.

17. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner, except to a bank or lending institution authorized to do business in the State of California.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should any separate contractor on the work make claim against the Owner which arises as a result of any wrongful act, omission or failure to perform on the part of the Contractor, the Contractor agrees upon due notice to defend the Owner therefrom, and to pay all costs on account thereof, including but not limited to a court judgment, provided, however, that the Contractor shall be reimbursed by the Owner all of his costs and expenses in the event it is ultimately determined that the Contractor is not responsible for payment for such claim of any separate contractor.

Should the Contractor under this Contract sustain any damages through any act or delay in performance of any other Contractor who holds a separate contract with the Owner in connection with this work, or through any act or delay in performance of a subcontractor under such other contract, the Contractor under this contract shall be entitled to an equitable adjustment of the contract price and the time required for performance under the Changes Clause, Article 7.

19. SUBCONTRACTS

As soon as practicable and before awarding any subcontracts, the Contractor shall notify the owner in writing of the names of the subcontractors proposed for any parts of the work, and he shall not employ any subcontractors to whom the Owner may have a reasonable objection.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between the subcontractor and the Owner.

20. DISPUTES

Any dispute arising under or relating to this Contract, which is not resolved within a reasonable time by mutual agreement of the parties, shall be decided by the Owner, who shall reduce its decision to writing and provide such writing to the Contractor. The written decision of the Owner shall be final and conclusive unless, within 30 days, the Contractor provides the Owner with a written notice of disagreement which identifies each element of the Owner's decision with which the Contractor disagrees and, for each element, specifies all reasons for the disagreement. Following the Owner's receipt of the Contractor's notice of disagreement, the parties shall negotiate in good faith for sixty (60) days in an effort to resolve the dispute. Any dispute not so resolved may be resolved by either party in any court of jurisdiction in San Diego County, California, and both parties consent to such jurisdiction and exclusive venue. In resolving any disputes hereunder, each party shall bear its own attorney's fees and costs.

This "Disputes" Clause does not preclude consideration of law questions in connections with decisions provided for in the above paragraph: Provided that nothing in this contract shall be construed as making final the decision of the Owner of a question of law.

21. INTEREST OF THIRD PARTIES

This Contract is not entered into for the benefit of any third parties including parties who may, from time to time be holders of any bonds, and the Owner shall be under no obligation to any such parties, whether or not indirectly interested in such Contract, to enforce or to pay any charges or expenses incident to the enforcement of any of its terms and conditions.

22. OFFICIALS NOT TO BENEFIT

No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

23. PROHIBITED INTEREST

The Contractor assures that no official or representative of the Owner, who is authorized in such capacity on behalf of the Owner, to negotiate, make, accept, or approve, or to take any part in negotiating, making, accepting or approving any engineering, inspection, construction, materials, supply or equipment contract, or any subcontract in connection with the work under this Contract,

has or shall become directly or indirectly interested financially in any such contract or subcontract, and that no official, employee, attorney, engineer, or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the owner, to exercise any legislative, executive, supervisory, or shall become directly or indirectly interested financially in any construction, materials, supply, equipment, or insurance contract or any other contract pertaining to the work required by this contract.

24. BONUS OR COMMISSION

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this Contract under an agreement or understanding for a commission, percentage, brokerage, bonus or contingent fee.

25. COPELAND ACT

The Contractor shall comply with the provisions of the Copeland Act (Anti-Kickback, 48 Stat. 1948, as amended), and applicable rules and regulations issued by the Secretary of Labor thereunder which are hereby incorporated by reference.

26. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby agrees that he shall incorporate or cause to be incorporated into any non-exempt contract for construction work, or modified thereof, as defined in the rules and regulations of the United States Secretary of Labor and found at [41 CFR, Part 60-1](#) the following affirmative action and equal opportunity clauses: "During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoffs or termination; rates or other forms of compensation; and section for training; including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the previous of this non-discrimination clause.

2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf on the contractor, state that all qualified applicants will receive consideration for employment without regard to race, sex, color, creed, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he had a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment
4. The Contractor will comply with all provisions of Executive Orders No. 11375 and 11246 and the Rules, Regulations and relevant orders of the U.S. Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Orders No. 11375 and 11246 and by the Rules, Regulations and Orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for Government contracts in accordance with procedures authorized in Executive Orders No. 11375 and 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11375 and 11246, or by Rule, Regulation or Order of the U. S. Secretary of Labor, or otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) thru (7) in every subcontract or purchase order unless exempted by Rules, Regulations, or Orders of the U.S. Secretary of Labor issued pursuant to Executive Orders No. 11375 and 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Education may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
8. Contractor also agrees to furnish the following certification: "As a supplier of goods or services to the University of California, I/We certify that racially segregated facilities will not be maintained nor provided for employees at any establishment under my/control, and that I/We adhere to the principles set forth in Executive Orders 11246 and 11375, and undertake specifically:
To maintain employment policies and practices that affirmatively promote equality or opportunity for minority groups persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy both in English and Spanish to all persons concerned with the company, with outside recruiting services, and the minority community at large; to provide the University on a request a breakdown of our total labor force by ethnic group, sex and job category; and to discuss with the University our policies and practices relating to our affirmative action program.

27. EMPLOYMENT OF THE DISABLED

The Contractor shall comply with the following federal laws that protect individuals with disabilities from discrimination in employment and the job application process.

- [The Americans with Disabilities Act](#)

each subcontractor under him shall keep or cause to be kept an accurate record showing the name, occupation and the actual per diem wages paid to each workman employed by Contractor or subcontractor, as the case may be, in connection with the work required by the Contractor or subcontractor to be performed, which records shall be kept open at all reasonable hours to the inspection of the Owner, its officers and agents, and to the inspection of the Division of Labor Law Enforcement of the State of Department of Industrial Relations. The Contractor shall comply with the provisions of applicable California law including, but not limited to section 1775 of the Labor Code of the State of California.

28. CONTRACTOR WORK HOURS

The Contractor shall comply with the provisions of the [Contract Work Hours Standard Act \(Public Law 87-581\)](#) and the applicable rules and regulations issued by the U. S. Secretary of Labor there under which are incorporated herein by reference.

29. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suites or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that Owner shall be responsible for all such loss when particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent; he shall be responsible for such loss unless he promptly gives such information to the Engineer or Owner.

30. PERMITS, LAWS AND REGULATIONS

All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor including any survey and certification.

31. LIENS

A. NOTICE REGARDING LIENS

The Contractor shall notify all its personnel, subcontractors and suppliers, by posting notices in its offices ashore and on the ship as to party in whom title to the ship is vested and that the ship is not subject to any lien whatsoever.

B. DISCHARGE OF LIENS

The Contractor shall immediately discharge or cause to be discharged any lien or right in rem of any kind, other than in favor of the Owner, which at any time exists or arises in connection with work done or materials furnished under any job order hereunder with respect to the machinery, fittings, equipment or materials for any of the vessels. If any such lien or right in rem is not immediately discharged, the Owner may discharge or cause to be discharged such lien or right at the expense of the Contractor.

33. EXAMINATION OF RECORDS

The Contractor agrees that the owner shall, until the expiration of three years after the final payment under the contract have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions related to the contract.

34. CORRESPONDENCE

The Owner will designate an authorized Owner's Representative with regard to the Contractor's performance of the work under this Contract and all correspondence of the Contractor with the Owner shall be addressed to the Owner's Representative either in hard copy, fax, or email.

All of the Contractor's correspondence shall be signed by one of his authorized representatives for hard copy or fax correspondence or from the authorized representative's email address.

35. DELAYS

The time during which the Contractor is delayed in the work by the act or negligence of the Owner's employees or by the act of God, which the Contractor could not have reasonably foreseen, or by stormy and inclement weather in which men cannot be secured to work, or by strikes, boycotts, or like obstructive actions by employees or labor organization which delay said work and which are not caused by or the continuance of which is not due to any act or conduct on the part of the Contractor, shall be added to the time for the completion of the work called for by this Contract. Such extension of time on account of such delays shall not be allowed unless applied for in writing by the Contractor within three (3) calendar days of the commencement of

any such delay and the written approval of such extension of time is obtained from the Field Rep. or other duly authorized agent of the Owner. It is agreed by the parties hereto that a waiver of any requirement in this Article 35 herein contained including but not limited to time within which application for extension of time may be made, or requirement for written application and written approval thereof in connection with any and all past delays shall not constitute a waiver by Owner of any such requirements in connection with any present or future delays. Contractor agrees and understands that no verbal approval, either expressed or implied, of any grant of time extension by Owner or its agent shall be binding upon Owner unless and until such approval is expressly ratified in writing.

In the event the Contractor is delayed in the work by the act or negligence of the Owner, or of the Owner's employees, or other contractors, which said delay is not caused by or the continuance of which is not due to any act or conduct on the part of the contractor, and such delays causes in increase in time or cost required for the performance of the contract, and equitable adjustment shall be made in the date or price of completion, or both, and the contract shall be modified in writing by the owner accordingly.

If in the opinion of the Owner, the Contractor is not proceeding with the prosecution of the work as scheduled, and such failure to proceed is due to the act, omission, or negligence of the Contractor, any Subcontractor and/or supplier, or the employees of any or all of the above, then the Contractor shall, immediately upon request of the Owner, and at no additional cost to the Owner, work such overtime, additional shifts, Sundays or holidays as may be required to correct said delays and to insure no further delays to the completion of the work called for by this Contract.

SECTION D
INDIVIDUAL WORK ORDERS

Each additional Work Order over and above those related to Attachment B would be incorporated in this section as Change Order related Work Orders (actual copy of the Work Order would be filed).

SECTION E

Attachments provided under separate cover:

- 01.** Docking plan *Melville. Docking Plan Rev-B*
- 02.** Paint specification
- 03.** General arrangement drawings
- 04.** Pettibone Crane Drawing
- 05.** Waste Water Pieces
- 06.** Sea Suction Overboard Valve Listing
- 07.** Transducer Vent Line

Item #	<p style="text-align: center;">MINIMUM MANDATORY REQUIREMENTS INSTRUCTIONS:</p> <p>Minimum Mandatory Requirements are defined as requirements essential to the University for Bid consideration. Automatic disqualification from the bidding process will result from Bidder's failure to agree and/or be in compliance with any one or more the following requirements. Indicate acceptance by placing an signature next to "Agree".</p>	Bidder Signature Acknowledging Agreement
2	Proposals must not contain any provisions reserving the right to accept or reject an award or to enter into an agreement containing terms and conditions that are contrary to those in the solicitation.	Sign here
3	Bidders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.	Sign here
4	<p>All Bidders must complete review the following and acknowledge they are incorporated by reference. All items are available via the internet <i>please click on the hyperlinks</i>. If you have trouble accessing the documents please contact the RFP administrator.</p> <p>ISO 9001 ship repair certification</p> <p>American Bureau of Shipping</p> <p>Guide for Shipbuilding and Repair Quality Standard for Hull Structures During Construction</p> <p>The Copeland "Anti-Kickback" Act</p> <p>41 CFR, Part 60-1</p> <p>Executive Order No. 11375</p> <p>Executive Orders No. 11246</p> <p>The Americans with Disabilities Act Master</p> <p>Ship Repair Agreement (MSRA) Public Law 87-581</p>	Sign here
5	Bidders guarantee Bids shall remain available for University acceptance for a minimum of 120 days following the RFP closing date.	Sign here
6	<ul style="list-style-type: none"> 01. Docking plan Melville. Docking Plan Rev-B 02. International Paint specification 03. General arrangement drawings 04. Pettibone Crane Drawing 05. Waste Water Pieces 06. Sea Suction Overboard Valve Listing 07. Transducer Vent Lin 	
7	Bidder confirms understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered.	Sign here
8	Bidder's proposal should be signed by an Officer or employee duly authorized to legally bind the entity submitting the Proposal. See Attachment 5 "Bidder Response Certification Signature Page."	Sign here