

# MARINE TRANSPORT LINES MARAD VESSEL SHIP MANAGEMENT TERMS AND CONDITIONS

## A. GENERAL PROVISIONS APPLICABLE TO GOODS AND SERVICES.

It is understood and agreed that the terms and conditions of this Order are applicable to both the sale of goods and/or services to Buyer, its vessels, equipment and/or other property.

Marine Transport Lines, Inc. (MTL) reserves the right to award a Purchase Order covering all or any part of the materials/services mentioned in the Purchase Order and to reject any and all quotations or to waive irregularities therein.

No apparent organizational conflict of interest or improper affiliations exist between MTL and its subcontractors.

Payment terms are 30 days upon receipt of valid invoice or date material/service received which ever is dated later.

The following terms and conditions shall apply in all cases:

**1. Definitions:** The term "Buyer" includes Marine Transport Lines Inc. (MTL), a subsidiary of Crowley Maritime Corporation (Crowley), as the ultimate consumer of the goods and/or recipient of the services and all rights, benefits and remedies conferred upon Buyer by this Order shall also accrue to and be available to and are for the express benefit of said consumer or recipient. The term "goods" includes personal property of every type, kind and description, as specifically described on the reverse side hereof. The term "services" includes all design, delivery, installation, inspection and testing specified or required to furnish the goods and/or provide the repair, improvement, and/or other work as specifically described on the reverse side hereof. The term "property" includes the vessel, equipment and/or other items of Buyer for which Seller is to provide services.

**2. Entire Agreement:** This Order and any attachments hereto or referred to specifically herein constitute the entire agreement between the parties with respect to the subject matter hereof. Seller's acceptance of this Order is limited to the terms and conditions hereof. Any written confirmation of this Order, or of any oral understanding upon which this Order is based, containing proposals or terms additional to or different from those set forth herein are not binding on Buyer unless Buyer expressly agrees to any such proposal or term in writing.

**3. Changes in Order:** Buyer shall have the right to order changes from time to time in the performance required of Seller under this Order, and Seller shall without delay conform to any such change order. In the event of any such change in this Order, the prices or times of performance, or both, shall be adjusted within reasonable and appropriate limits; provided, however, that Buyer shall have no obligation to pay, and the right to refuse payment of any claim by Seller for increase in price or time of performance required which is not received by Buyer in writing within ten (10) calendar days after the date the change is ordered. No change shall be made by Seller in the performance required by this Order except as such change is specified in writing and signed by an authorized representative of Buyer.

**4. Acceptance of Shipments and Inspection:** All goods and services covered by this Order are subject to inspection by Buyer at any time or place and may be rejected if not strictly in accordance with all terms, conditions and provisions herein contained or attached. Payment for shipments and/or progress payments for work in progress shall not constitute acceptance thereof, and defective shipments or performance and/or shipments not in accordance with this Order will, at Buyer's option, be held for Seller's instructions at Seller's risk, or will be returned to Seller. Seller will be responsible for transportation charges on returned shipments both ways. Any prior payment made by Buyer on such rejected goods or services shall be immediately refunded, and the rejected goods or services shall not be replaced or re-performed without an additional order from Buyer. At Buyer's option, inspection and tests before delivery may be made by Buyer or Buyer's customers at Seller's premises or elsewhere, at reasonable times and places, and Seller will provide sufficient safe and proper facilities for such inspection or testing; but, notwithstanding such inspection and tests, or inspections and tests made prior to the issuance of this Order, the goods and services covered by this Order are subject to rejection upon final test. Inspection and use upon delivery to the premises of Buyer and Buyer's customer. Buyer's count shall be accepted as final on all shipments whether or not accompanied by a packing list.

**5. Permits and Approvals:** All necessary permits, bonds, testing, inspection and approval of materials or workmanship by the proper authorities is to be provided and arranged by Seller at no additional cost to Buyer unless authorized herein.

**6. Performance and Waivers:** Any waiver by Buyer of strict performance with regard to any of the terms, conditions or provisions of this Order must be in writing, executed by Buyer to be effective, and such waiver shall not be deemed a waiver of Buyer's rights to insist upon strict performance of all portions of this Order not waived, and strict performance thereafter of provisions presently waived.

**7. Default:** Buyer reserves the right to cancel this Order in its entirety, or in part, on account of defects in materials, workmanship or quality, or if the Seller fails to comply with or perform any of the terms and conditions, provisions, promises or warranties of this Order. Seller shall also be liable for all damages and costs of Buyer resulting from such default, regardless of any action taken or not taken by Buyer to cancel this Order entirely or in part.

**8. Compliance with Laws:** Seller shall comply with all applicable laws and regulations of government authorities, including among other things, Executive Order 11246, as amended, 38 USC 2012 on the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Part 60-1 through 60-60, 60-250, and 60-741, matters involving the Civil Rights Act of 1964, wages, hours, materials, race, color, sex and creed of workmen, price regulations and renegotiation provision, and other matters, whether or not specifically mentioned herein. Seller shall comply with the provisions of the Occupational Safety and Health Act of 1970, the standards and regulations issued there under and all pertinent State occupational safety and health laws such as "Right-to-Know" Regulations. Hazard communication information such as complete Material Safety Data Sheets (MSDS) shall be supplied to

Buyer for all hazardous material. Seller further agrees to indemnify and hold harmless Buyer for any loss, damage, fine, penalty or any expense whatsoever as a result of Seller's failure to comply with such laws and regulations.

Issued Purchase orders incorporates one or more of the following Government FAR clauses by references, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at the following address: <http://acquisition.gov/far/current/html/FARTOCP52.html>

THE CLAUSE(S) INCORPORATED BY REFERENCE ARE AS FOLLOWS:

52.202-01, 52.203-05 through 07, 52.203-13, 52.211-05, 52.216-24 & 25, 52.219-08, 52.222-26, 52.222-35 & 36, 52.222-39, 52.222-50, 52.223-01 through 05, 52.223-09 through 17, 52.225-13, 52.232-01, 52.233-03, 52.244-06 & 52.247-64

This Purchase Order incorporates appropriate flow-down clauses inclusive of the SERVICE CONTRACT ACT (SCA). U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS. This can be found at <http://www.wdol.gov/sca.aspx#0>

**9. Time:** Time is hereby declared as the essence of this Order.

**10. Drawings:** Seller shall furnish for the approval of Buyer all shop drawings as Buyer may require, and all workmanship and materials shall be in strict accordance with the approved drawings. All plans, specifications and drawings provided by Buyer to Seller in connection with this Order or provided by Seller especially for performance hereunder shall be the property of Buyer and may not be used at any time for any other purpose by Seller.

**11. Assignment and/or Subcontracting:** Seller may not assign or subcontract any portion of its obligations under this Order nor assign or otherwise transfer any monies due or to become due hereunder, without first obtaining the written consent of Buyer.

**12. Advertising:** Seller shall not, without first obtaining the written consent of the Buyer, in any manner advertise or publish the fact that Seller has either contracted to furnish or has sold to Buyer the goods or services herein mentioned.

**13. Indemnity:** To the extent permitted under law, Seller shall indemnify, save harmless and defend Buyer from and against any and all suits, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character (including, but not limited to, reasonable attorney's fees and expenses) arising out of any injury (including death) or damage to any persons or property in any manner, caused or occasioned by any defect in the goods or services or any act, omission, fault, negligence or default of any person, firm, corporation or other entity (including but not limited to, Seller, Buyer or anyone acting on their respective behalf's), in connection with or incident to this Order or work to be performed hereunder, even if the same be, or is alleged to be, due to the sole active negligence of Buyer or anyone acting on its behalf.

**14. Termination:** Buyer may terminate this Order, in whole or in part at any time by written or telegraphic notice, stating the extent and effective date of such termination. Upon receipt of notice Seller will, as and to the extent directed by Buyer, stop work under this Order and the placement of further orders or subcontracts hereunder terminate work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Buyer's sole liability to Seller in case of termination shall be reimbursement of Seller's expenses incurred up to and including the date and time of termination.

**15. Consequential Damages:** In no event shall Buyer be responsible for indirect or special damages including without limitation extra expense, loss of use of property, delay or damages consequential upon loss of use, whether resulting from negligence or breach or otherwise and even if the possibility of such damages is foreseeable by Buyer.

**16. Taxes:** Unless otherwise expressly provided on the face of this Order, all taxes, duties, tolls, fees, import charges or other governmental exactions shall be deemed included in the purchase price, and Buyer shall have no liability to pay Seller any amount in excess of the purchase price specified herein.

**17. Extension of Benefits:** All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this order to the benefit of Buyer shall also apply to and for the benefit of all corporations parent of, subsidiary to, affiliated with or under the same management as Buyer, as well as all directors, employees and agents of said entities.

**18. Department of Homeland Security:** Contractor shall comply with Department of Homeland Security and control procedures as described in Federal Law Enforcement Training Center (FLETC) security manual SOP CHS-SEM-053 and FLETC frequently asked questions document dated 2/12/2007 when accessing the Federal Enclave at the MTL North Charleston, SC facility.

All contract personnel may be subject to National Criminal Investigative Check (NCIC) procedures prior to or during entry to the Federal Enclave at the MTL North Charleston, SC facility. Contractors must be on the MTL Inc. access list and will require "badge assignment" prior to entry.

Due to changes in security requirements of the FLETC base on which the vessels are usually located in Charleston, we strongly suggest that all contractors apply for Federal TWIC cards as soon as possible for any and all employees that may require access to the vessels for more than nine days. Contractor employees who do not have TWIC cards will face delays or be denied access beyond our control and responsibility. Any such security delays or expense will be borne by the contractor. The following link will provide information on how to obtain these cards which are valid countrywide for a period of five years at an approximate cost of \$132 [http://www.tsa.gov/what\\_we\\_do/layers/twic/index.shtm](http://www.tsa.gov/what_we_do/layers/twic/index.shtm) .

Additional information and access support may be obtained by contacting the MTL corporate office at telephone 843-747-8172, 8129 prior to the commencement of shipboard work and/or attending vessel. All cost associated with these actions are to be included in contractors pricing.

## **B. PROVISIONS APPLICABLE ONLY TO GOODS.**

In addition to the provisions of Part A above, the following terms and conditions shall apply to the sale of goods hereunder.

**1. Title:** Title and risk of loss to the goods shall pass to Buyer upon Buyer's acceptance of delivery at the place specified on the face hereof. Shipping tickets and/or packing slips must show in detail any goods shipped and must accompany all deliveries.

**2. Crating, Cartage, Storage:** No charges will be accepted by the Buyer for crating, boxing, cartage, storage or like services, unless specifically agreed to in writing prior to performance hereunder.

**3. Warranties:** Seller warrants clear and merchantable title to the goods free of any security interest, lien or encumbrance and agrees to indemnify Buyer against all liability for patent, copyright or other infringement on account of sales and use of the goods. Seller further warrants that the goods shall be merchantable, of the quality specified, and shall be fit for the purpose intended. All implied warranties of the Uniform Commercial Code and warranties implied by usage of trade are reserved by Buyer and incorporated herein.

**4. Transportation Costs:** Seller warrants that any transportation costs included in the price will not exceed actual transportation costs paid by Seller. If this Order calls for payment of any transportation costs by Buyer, Buyer shall in no event be liable or accountable for any amount in excess of the actual costs of transportation. Seller shall be accountable for and shall pay any excess transportation costs arising from Seller's failure to make delivery to the FOB point or to follow shipping instructions furnished by Buyer.

**5. Invoices:** Material invoices shall be submitted as soon as possible with proof of delivery to MARINE TRANSPORT LINES INC 9487 REGENCY SQUARE BLVD. JACKSONVILLE FLORIDA 32225 ATT: MARAD ACCOUNTS PAYABLE

**C. PROVISIONS APPLICABLE ONLY TO SERVICES.**

In addition to the provisions of Part A above, the following terms and conditions shall apply to the sale of services hereunder.

**1. Manner and Materials:** Seller shall perform the services for the property in a workmanlike manner, at the location designated by Buyer in accordance with the specifications of Buyer. All plans, drawings, materials, machinery, equipment, outfitting and workmanship involved in performance of the services shall be supplied by Seller and shall be of a quality conforming to the best commercial practice for property of this type.

**2. Warranties:**

(a) Seller shall keep the property free and clear of all liens, security interests, encumbrances and claims of every nature, including statutory and maritime liens in favor of workman, materialmen, subcontractors, or others arising by, through or under Seller. Seller shall discharge all such liens and other claims at once. Seller hereby waives all liens, whether possessory or otherwise, in its favor which would otherwise attach to the property. U.S. Public vessels are immune to liens.

(b) Seller shall correct to the satisfaction of Buyer all defects in workmanship or in materials furnished by Seller hereunder, which developed within a period of one year (or other period as may be specified on the face side hereof) after completion of the services.

**3. Care of the Property:** At all times during the term of this Order, Seller shall protect the property from any and all damage. At all times while the property is on Seller's premises, Seller shall assume all risk of damage to or loss of the property (or of any machinery, equipment, materials and outfitting obtained or intended for the property) from any cause whatsoever except acts of God or the sole negligence of Buyer.

**4. Insurance Requirements:** Seller, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force during the term of this Agreement the following insurance coverages for Services and/or Goods supplied under this Agreement:

1. Workers' Compensation insurance, covering applicable statutory benefits in the State where work is being performed; Employer's Liability insurance in an amount of at least \$1,000,000 and (when applicable) the policy will be endorsed to cover benefits under the U.S. Longshoremen's and Harbor Workers' Compensation Act and/or Maritime Employers Liability at a minimum of \$1,000,000.
2. Commercial General Liability insurance, on a per occurrence basis, endorsed to cover premises, operations, products/completed operations, personal injury and contractual liability; with no watercraft exclusion, with limits of at least \$1,000,000 any one occurrence.
3. Automobile Liability insurance, including liability insurance coverage on vehicles which may be used by Contractor in connection with this Agreement with limits of liability not less than \$1,000,000 any one occurrence.
4. Should this Agreement require consulting services, Professional Liability insurance, with limits of liability not less than \$1,000,000 any one occurrence, covering Services to be performed by Contractor under this Agreement.
5. Should the Services supplied under this Agreement include delivery of fuel or other hazardous products, or waste disposal, Pollution insurance or Environmental Impairment insurance, with limits of liability not less than \$5,000,000 per occurrence, and any other public liability or other environmental impairment coverage required by Federal, State or local regulatory authorities.

6. Should the Services supplied under this Agreement include use of Contractor's vessels, Protection and Indemnity or other Marine Liability insurance, with limits of liability not less than \$1,000,000 per occurrence.
7. Should the Services supplied under this Agreement include use of Contractor's aircraft, Aircraft Liability insurance, with limits of liability not less than \$5,000,000 per occurrence.

The Workers' Compensation / Employers Liability insurance Policy shall be endorsed to waive all rights of subrogation against the United States of America, and any company or entity, parent of, subsidiary to or affiliate of Marine Transport Lines, Inc., (MTL).

All other policies shall be endorsed to name the United States of America and any company or entity, parent of, subsidiary to or affiliate of MTL, as additional insureds and shall be endorsed to waive all rights of subrogation against all such entities and the Property. Additionally, Seller's Certificate of Insurance must state: It is further understood that (1) there shall be no recourse against the United States of America for the payment of premiums or commissions; (2) if such policies provide for payment of Club Calls, assessments or advances, there shall be no recourse against the United States of America for the payment thereof.

If Seller maintains insurance limits higher than the limits listed above, then MTL and the United States of America shall benefit from those higher limits on the same terms and conditions as provided by this Agreement.

Seller shall require all subcontractors performing services under this Agreement to maintain in force insurance of the types and amounts specified in this Agreement. Seller and all subcontractors shall have issued certificates of insurance identifying the United States of America as a Certificate Holder, as well as MTL, and shall ensure that indemnification agreement extends to the United States of America and the Maritime Administration.

All insurance policies maintained by the Seller shall contain a cross liability provision which provides that, in the event of one of the insureds incurring liability to any other of the insureds, the policy shall cover the insured against whom claim is made or may be made in the same manner as if separate policies has been issued to each insured. All policies of Seller shall be primary insurance as to any insurance provided or carried by MTL, and shall not contain any "benefit of insurance", "other insurance" clauses or other contractual provisions which in any way lessen or diminish the full amount of insurance provided to MTL by the Seller. The coverages afforded to such additional insureds shall at least be equal to the coverages afforded the Seller under such policies and shall in all respects include coverages for the obligations of Seller under this Agreement.

The aforesaid policies will be endorsed to provide MTL, at the address given below, and the United States of America Maritime Administration, Division of Marine Insurance 1200 New Jersey Ave., SE, Wash., DC 20590 with thirty (30) days written notice prior to cancellation or reduction in any coverage required by this Agreement. The insurance policies shall be issued by insurance companies with a Best's rating of at least "B" or equivalent, and shall be subject to MTL's approval, which shall not be unreasonably withheld. Seller shall provide MTL with certificates of insurance prior to the supply of Services and/or Goods under this Agreement. Commencement of this Agreement without receipt of the aforesaid certificates shall not constitute a waiver of the obligation of the Seller to maintain the required insurance coverages and to provide MTL with the aforesaid certificates.

Should Seller fail to procure or maintain any of the aforesaid insurance coverages, or by any act or omission, vitiate or invalidate any of the aforesaid insurance coverages, Seller shall indemnify MTL, the United States of America and the other beneficiaries of said insurance to the extent they or any of them suffers or incurs loss, damage, liability or expense in consequence of such failure, act or omission.

It is expressly understood that the Seller shall notify MTL Risk Management Department of all accidents and any accident involving the Property, advising names of parties involved, location of accident, witnesses, and confirmation of prompt reporting to the responsible insurance agent of the Seller, as identified on the Seller's certificate of insurance.

Certificates of Insurance should be sent to:

Marine Transport Lines, Inc.  
2075 Thompson Avenue  
North Charleston, SC 29405

with copies mailed simultaneously to:

Marine Transport Lines, Inc.  
Risk Management Department  
9487 Regency Square Boulevard  
Jacksonville, FL 32225

fax: (904) 805-1639

email: [vendor.insurance@crowley.com](mailto:vendor.insurance@crowley.com)

**5. Independent Contractor:** Seller shall determine the manner and method of performing the services and shall operate as an independent contractor and not as an agent or employee of Buyer.

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**6. Nature of Work:** The nature and location of the services and all conditions which may affect its completion have been carefully inspected and considered by Seller, who assumes all risk of loss and unanticipated expense, however, caused and whether or not foreseeable.

**7. Time and Material Service Orders:** Normally all work orders will be issued as firm fixed priced items. If agreed and the purchase order states "Time and Material work" the contractor is to provide the following with their invoice:

- a. Time sheets signed by vessel Chief Engineer for hours worked.
- b. Itemized list of material used or provided.
- c. If allowed, travel expenses shall be fully supported by receipts and cannot exceed the minimum per diem rates listed on website: <http://www.gsa.gov> NO MARKUPS ARE ALLOWED.
- d. Sign off from the vessel's Chief Engineer that the work has been completed to his/her satisfaction.
- e. No markup of material, services or travel expenses are allowed.

**8. Invoices:** for Service shall be submitted immediately upon completion of work to:

MARINE TRANSPORT LINES INC., 2075 THOMPSON AVE. NORTH CHARLESTON S.C. 29405

ATT: MARAD ACCOUNTS PAYABLE

**END**

**MTL Charleston Office Standing Orders  
(2/09)**

**ALL WORK OUTLINED IN THE PURCHASE ORDERS ISSUED BY MTL SHALL BE ACCOMPLISHED AS  
PER THE FOLLOWING MTL CHARLESTON OFFICE STANDING ORDERS:**

1. All work shall be properly coordinated with the vessel's Chief Engineer and Port Engineer so that vessel operations will not be adversely affected by this work.
2. Prior to commencement of any work on a daily basis, Contractor will supply the vessel's C/E with a list of any/all personnel working aboard the vessel each day (including any subcontractors). List to include names and where/what job they will be working. It shall be the Contractor's responsibility to keep the vessel's C/E informed on a daily basis as to the progress of each job.
3. Smoking on the vessel is not allowed by any of the contractor's personnel or subcontractors.
4. Contractor to supply and enforce their personnel and subcontractors to wear OSHA required safety gear at all times.
5. Any ship's force assistance is to be approved and scheduled with the Chief Engineer at least 24 hours in advance.
6. Contractor with assistance of the Chief Engineer to red-tag out of service the system being worked until blank flanges are installed and remove red-tags upon completion of all work.
7. Vessel's electrical power is 220/440 volt 3 phase. Contractor is responsible for providing all transformers, plugs and staging required for the scope of this work if authorized to use vessel supplied power.
8. If first approved by the Chief Engineer on a day by day basis, contractor may use ships service air, provided the demand is not excessive and affecting the operation of the vessel. However, Contractor shall supply all hoses, fittings and accessories to run all pneumatic equipment. Ship supplied air is not to be used for ventilation equipment.
9. If approved by the Chief Engineer, contractor vehicles are permitted on the vessel only to off-load and/or on-load equipment/supplies not able to be hand carried or fork lifted to vessel "B" deck. Contractor to provide 24 hour notice to the C/E & MTL P/E if vehicle access is required. All other times, unless specifically authorized by the vessel's C/E or Port Engineer, Contractors shall use the dockside parking areas that are designated for parking.
10. Contractor is responsible for obtaining Certified Marine Chemist Certifications and maintaining same as required for the duration of this work. This is to include all hot work or confined space work. The specific tanks and spaces, including air vents, sounding pipes, and filling and suction lines shall be pumped down by the contractor using contractor furnished pumps. All remaining fuel oil, water and sludge shall be removed and disposed of by the Contractor in accordance with all Federal, State and Local regulations. Contractor to thoroughly clean and remove all remaining oil, sludge, water and dirt and ventilate the areas as required to make areas being worked gas free and "Safe for Men" and "Safe for Hot Work." The operation shall include removal of all tank manhole covers and all necessary washing down, mucking and wiping to accomplish the desired results. The Contractor shall be solely responsible for the removal from the ship of all oil, water and/or chemicals existing and used in the cleaning process. Under NO condition shall shipboard pumps, piping, ventilation and vessel's systems be employed. The Contractor shall dispose of all chemicals; additives and water used in cleaning of tanks shall be in strict compliance with current Federal, State, and Local regulations. Once spaces have been cleaned and gas freed, any change in conditions resulting from Contractor action/inaction which necessitates re-cleaning and gas freeing shall be at the Contractor's expense.
11. Upon completion of all work and inspections in the tanks or confined areas, the MTL Engineer and the Chief Engineer shall inspect the tanks for cleanliness. This will be the final inspection, and, upon satisfactory completion of that inspection, the Contractor shall immediately close up the tanks in good order on new gaskets. The Contractor shall renew any missing or defective fasteners. This closing shall be done in the presence of the MTL Engineer and/or the Chief Engineer of the vessel.
12. Contractors shall post all Marine Chemist Certifications and any applicable updates immediately adjacent to the affected work area and at the vessel's gangway/entrance in a location specified for same.
13. Any Hot Work required shall progress during the hours of 0700-1600, Monday through Friday, excluding any major holidays. Under no circumstances shall Hot Work be performed outside of these hours unless specifically authorized by the MTL Port Engineer.
14. All work is to be scheduled during the ship's normal working hours, 0700-1600, Monday through Friday, excluding Major Holidays. Work outside of these hours will be only with permission of the Port Engineer.
15. All removed gaskets shall be renewed with contractor furnished new Garlock or equivalent if approved by the C/E or Port Engineer.
16. All fasteners shall be renewed with contractor furnished metric stainless steel fasteners and thoroughly coated with anti-seize. Some situations utilize high strength steel fasteners. These are to be replaced as original rather than using stainless steel.

17. Contractors shall note that flanges are typically metric aboard the vessel and unless otherwise specified, flanges shall be renewed with Metric unless first approved by the MTL Port Engineer. Existing metric flanges may be reused if approved by the Chief Engineer, but their faces shall be skim-cut prior to installation.
18. All affected missing/damaged pipe hangers, supports and U-bolts shall be renewed as original and shall be properly cushioned with 3" wide Teflon sheets upon reinstallation at the pipe hangers.
19. All exterior weld joints shall have minimally one (1) root pass and one (1) cover pass. Interior flange joints shall be welded and provide smooth taper to eliminate any sharp edges.
20. All affected piping shall be broken with care and in the presence of the crew to ensure that any skin/isolation valves are holding. All affected lines shall be securely blanked with steel blanks immediately after removal of affected pipes during repairs.
21. Piping configurations shall remain as existing except where noted and/or approved by the Chief Engineer/Port Engineer prior to fit-up.
22. All piping shall be hydro-tested after all welding is completed in contractors shop. After contractor has first hydro tested piping satisfactorily the pipe is to be retested and witnessed by the Chief Engineer and or Port Engineer. Contractor to provide MTL Port Engineer and Chief Engineer 24 hr notice prior to witnessing hydro testing. All hydro testing to be accomplished prior to painting and final installation.
23. Contractor to install all removals, perform operational test, prime and paint all new and disturbed areas to match surrounding areas. All piping, brackets, hangers and new or disturbed areas to be primed and painted with two coats of Amercoat 240 and top coat of Amercoat 450H color 10 mils DFT to match surrounding areas. All painting is to be done in accordance with PPG specifications. Any different paint than "PPG" used is to be first approved by the MTL Port Engineer.
24. All measurements are approximate and it shall be the responsibility of the Contractor to verify and ensure accurate dimensions for bidding purposes during bidder's inspection.
25. Contractor shall provide material documentation and welder's qualifications/procedures pertaining to this job to the Port Engineer for distribution before starting work.
26. Any insulation or gasketing in question as to composition shall be assumed to be asbestos for bidding purposes. All affected insulation shall be properly abated and disposed of in accordance with all Local, State and Federal guidelines. All insulation replaced shall be a proper non-asbestos substitute incorporating red cloth and "non-AB" corrosion resistant metal tags.
27. All new steel is to be ABS grade A and be shot blasted to remove mill scale and primed with weldable primer prior to being used.
28. All work and materials shall be to the satisfaction of ABS, USCG, Chief Engineer and Port Engineer and shall be completed in accordance with "Good Marine Practice".
29. All affected areas shall be cleaned, primed and touched-up to match existing vessel's color scheme upon completion of work.
30. Upon completion of work, all affected areas shall be left clean and free of debris. The ship shall be left as clean and neat as it was found at the start of work.
31. The work site is to be cleaned by contractor at the end of each shift (as a minimum broom clean).
32. Contractor to supply all tools, (with the exception of OEM special tools) lifting apparatus and measuring instruments for main engine work.
33. Only ABS-certified welders shall be used for all welding work on board the vessel.
34. Steel certificates shall be submitted to the ABS Surveyor for approval.
35. Contractors shall provide and maintain insurance as required in the terms and conditions as required by the government and Marine Transport Lines.
36. On contracts for contractors where contractors travel cost are reimbursable these cost cannot be marked up and cannot exceed the government allowable rate which are listed on the GSA website: <http://www.gsa.gov/>
37. All work must be scheduled as to not interfere with the vessel's four (4) day Readiness Status. This requires any work started by the Contractor to be completed within three (3) days of an activation. The intent of this item is for work to be bid on a straight-time basis. It is understood that should an activation notice occur, the Contractor would be fairly compensated toward overtime efforts expended to meet this option, should it be required.
38. All work and material is to be to the satisfaction and approval of ABS/USCG/OSHA/STATE/FEDERAL regulations, under the guidelines of the Terms and Conditions which can be found at [www.crowley.com/petroleum-chemical-transportation/mtlrrftc.asp](http://www.crowley.com/petroleum-chemical-transportation/mtlrrftc.asp). If contractor does not have access to this website a hard copy can be provided by the MTL office.
39. Where the specification conflicts the attached standing orders the specifications prevails.
40. Contractors pricing for original and change order work to include compensation to the owner for material removed from the vessel and not returned normally considered "scrap".